



भारत का राजपत्र

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सं. 14]

नई दिल्ली, मार्च 27—अप्रैल 2, 2011, शनिवार/चैत्र 6—चैत्र 12, 1933

No. 14]

NEW DELHI, MARCH 27—APRIL 2, 2011, SATURDAY/CHAITRA 6—CHAITRA 12, 1933

इस भाग में भिन्न युक्त संख्या दी जाती है जिससे कि यह युक्त संकलन के रूप में रखा जा सके

Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)

PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

कार्यिक, लोक शिकायत तथा पेंशन मंत्रालय

(कार्यिक और प्रशिक्षण विभाग)

नई दिल्ली, 24 मार्च, 2011

का.आ. 857.—केंद्रीय सरकार एतद्वारा अपराध प्रक्रिया संहिता, 1973 (1974 का अधिनियम सं. 2) की धारा 24 की उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए हिमाचल प्रदेश राज्य, शिमला में दिल्ली विशेष पुलिस स्थापना (के.अ.ब्यूरो) द्वारा अन्वेषण किए जा रहे मामलों में परीक्षण न्यायालयों में और विधि द्वारा स्थापित अपीलीय न्यायालयों में अथवा अभियोजन, अपील, पुनरीक्षण या मामलों से उद्भूत अन्य प्रक्रियाओं का संचालन करने के लिए श्री धर्म पाल चौहान, अधिवक्ता को केंद्रीय अन्वेषण ब्यूरो के विशेष लोक अभियोजक के रूप में नियुक्त करती है।

[सं. 225/4/2010-ए वी डी-II]

वी. एम. रत्नम, उप सचिव

**MINISTRY OF PERSONNEL, PUBLIC GRIEVANCES
AND PENSIONS**

(Department of Personnel and Training)

New Delhi, the 24th March, 2011

S.O. 857.—In exercise of the powers conferred by sub-section (8) of Section 24 of the Code of Criminal

Procedure, 1973 (Act No. 2 of 1974), the Central Government hereby appoint Shri Dharam Pal Chauhan, Advocates of Special Public Prosecutor for conducting the prosecution of cases instituted by the Delhi Special Police Establishment (CBI) in the State of Himachal Pradesh at Shimla as entrusted to him by the Central Bureau of Investigation in the trial courts and appeals/revisions or other matter arising out of these cases in revisional or appellate courts established by law.

[No. 225/4/2010-AVD-II]

V. M. RATHNAM, Dy. Secy.

नई दिल्ली, 28 मार्च, 2011

का.आ. 858.—केंद्रीय सरकार एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1973 (1974 का अधिनियम सं. 2) की धारा 24 की उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए महाराष्ट्र राज्य के नागपुर में दिल्ली विशेष पुलिस स्थापना (सीबीआई) द्वारा संस्थापित किए गए विशेष अन्वेषण ब्यूरो द्वारा उन्हें सौंपा गया है, परीक्षण न्यायालयों में तथा अपील/पुनरीक्षण या इन मामलों के पुनरीक्षण या विधि द्वारा स्थापित अपीलीय न्यायालयों के मामलों में उद्भूत अन्य प्रक्रियाओं का

संस्करण करने के लिए नियमें, दृष्टिवेत्तों की विशेष लोक अधियोजक के रूप में नियुक्त करती है :—

1. सुश्री जयोति अंटेलाल वजानी
2. श्री निजय लक्ष्मणगव कोहरे
3. श्री जयन्त बड़े चुरडे

[फा. सं. 225/43/2009-एवीडी-II]

बी. एम. रत्नम, उप सचिव

New Delhi, the 28th March, 2011

S.O. 858.—In exercise of the powers conferred by sub-section (8) of Section 24 of the Code of Criminal Procedure, 1973 (Act No. 2 of 1974), the Central Government hereby appoints the following Advocates, as Special Public Prosecutor for conducting prosecution of cases instituted by the Delhi Special Police Establishment (CBI) in the State of Maharashtra at Nagpur entrusted to them by the Central Bureau of Investigation in the trial courts and appeals/ revisions or other matter arising out of these cases in revisional or appellate courts established by law :—

1. Ms. Jyoti Chottajal Vajani
2. Shri Vijay Lakshmanrao Kolhe
3. Shri Jayant Y. Ghurde

[F. No. 225/43/2009-AVD-II]

V. M. RATHNAM, Dy. Secy.

दिल्ली, 29 मार्च, 2011

का.आ. 859.—कॉर्डोय सरकार एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 6 के साथ पठित धारा 5 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए असम राज्य सरकार, राजनीतिक (ए) विभाग, दिसपुर की दिनांक 21 दिसंबर, 2010 की अधिसूचना सं. पीएलए 681/2010/224 द्वारा प्राप्त सहमति से एनसी हिल्स (अब दीमा वस्त्राओं जिला) में नेरगा के अंतर्गत सी.आई.डी. पुलिस स्टेशन में वर्ष 2006-2007 के दौरान अधिक व्यय के संबंध में पंजीकृत भारतीय दंड अद्धिता, 1860 (1860 का अधिनियम सं. 45) की धारा 120 (बी), 468, 471, 420 तथा 409 तथा ग्राम्याचार निवारण, 1988 (1988 का अधिनियम सं. 49) की धारा 13(1) (सी) और (डी) के साथ पठित धारा 13 (2) के अंतर्गत केस सं. 72/2010 के संबंध में तथा उत्तरांत उल्लिखित अपराधों के संबंध में प्रयास, दुष्प्रेरण तथा प्रदर्शन के संबंध में या इसी संबंधावार के क्रम में या उन्हीं तथ्यों से उद्भूत किसी अन्य अपराध/अपराधों का अन्वेषण करने के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और क्षेत्राधिकार का विस्तार एतद्वारा प्राप्ती असम राज्य के सम्बन्ध में करती है।

[सं. 228/86/2010-एवीडी-II]

बी. एम. रत्नम, उप सचिव

New Delhi, the 29th March, 2011

S.O. 859.—In exercise of the powers conferred by sub-section (1) of Section 5 read with Section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of the State Government of Assam, Political (A) Department, Dispur vide Notification No. PLA. 681/2010/224 dated 21st December, 2010, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Assam for investigation of Case No. 72/2010 under Sections 120-B, 468, 471, 420 and 409 of the Indian Penal Code, 1860 (Act No. 45 of 1860) and Sections 13(2) read with 13(4)(c) and (d) of the Prevention of Corruption Act, 1988 (Act No. 49 of 1988) registered at Police Station CID relating to Excess expenditure during 2006-07, under NREGA in NC Hills (now Dima Hasao District), Assam and attempt, abetment and conspiracy in relation to or in connection with the above mentioned offences and any other offence or offences committed in course of the same transaction or arising out of the same facts.

[No. 228/86/2010-AVD-II]

V. M. RATHNAM, Dy. Secy.

कार्यालय, मुख्य आयकर आयुक्त

जयपुर, 23 मार्च, 2011

[सं. 28/2010-11]

का.आ. 860.—आयकर नियम, 1962 के नियम 2 सं. ए के साथ पठिनीय आयकर अधिनियम, 1961 (1961 का 43 वां) की धारा 10 के खण्ड (23 सी) की उप-धारा (vi) के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मुख्य आयकर आयुक्त, जयपुर एतद्वयम निर्धारण वर्ष 2010-11 एवं आगे के लिए कथित धारा के उत्तरान्त में “रवि बाल निकंतन सोसायटी, जयपुर (स्थाई खाता: मंड्या AAATR7448D)” को स्वीकृति देते हैं वशते कि समिति आयकर नियम 1962 के नियम 2 सं. ए के साथ पठिनीय आयकर अधिनियम, 1961 की धारा 10 के उप-खण्ड (23 सी) की उप-धारा (vi) के प्रावधानों के अनुरूप कार्य करे।

[क्रमांक: मुआआ/अआआ/(मु)/जय/10(23सी)(vi)/10-11/7053]

मुकेश भानो, मुख्य आयकर आयुक्त

OFFICE OF THE CHIEF COMMISSIONER OF
INCOME TAX

Jaipur, the 23rd March, 2011

[No. 28/2010-11]

S.O. 860.—In exercise of the powers conferred by sub-clause (vi) of clause (23 C) of Section 10 of the Income-tax Act, 1961 (43 of 1961) read with rule 2CA of the Income-tax Rules, 1962 the Chief Commissioner of Income-tax,

Jaipur hereby approves “Ravi Bal Niketan Society, Jaipur (PAN-AAATR7448D)” for the purpose of said section for the A.Y. 2010-11 & onwards.

Provided that the society confirms to and complies with the provisions of sub-clause (vi) of clause (23 C) of Section 10 of the Income-tax Act, 1961 read with rule 2CA of the Income-tax Rules, 1962.

[No. CCIT/JPR/Addl.CIT(Hqrs.)/10(23C)(vi)/
2010-11/7053]

MUKESH BHANTI, Chief Commissioner of
Income-tax

वित्त मंत्रालय

(वित्तीय सेवाएं विभाग)

नई दिल्ली, 25 मार्च, 2011

का.आ. 861.—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारत सरकार, भारतीय रिजर्व बैंक की सिफारिश पर, एतद्वारा, घोषणा करती है कि उक्त अधिनियम की धारा 10 की उप-धारा (1) के खण्ड (ग) के उप-खण्ड (i) के उपबंध देना बैंक पर लागू नहीं होगे, जहाँ तक उनका संबंध देना बैंक के अधस्क्ष एवं प्रबंधक निदेशक श्री डॉ. एल. रावल के कृषि वित्त निगम लि. के निदेशक के रूप में नामित होने से है।

[फा. सं. 20/7/2007-बीओ-1]

एस. गोपाल कृष्ण, अवर सचिव

MINISTRY OF FINANCE
(Department of Financial Services)

New Delhi, the 25th March, 2011

S.O. 861.—In exercise of the powers conferred by Section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Government of India on the recommendation of the Reserve Bank of India, hereby declare that the provisions of sub-clause (i) of clause (c) of sub-section (1) of Section 10 of the said Act shall not apply to Dena

Bank in so far as it relates to the nomination of Shri D.L. Rawal, Chairman & Managing Director of the Bank as a Director of Agricultural Finance Corporation Limited.

[F. No. 20/7/2007-BO. I]

S. GOPAL KRISHAN, Under Secy.

नागर विमानन मंत्रालय

(एआई अनुभाग)

नई दिल्ली, 15 मार्च, 2011

का.आ. 862.—सार्वजनिक लोक उद्यम विभाग के कार्यालय ज्ञापन संख्या 9(22)/2005-जी.एम. दिनांक 13 अप्रैल, 2010 में निहित अनुदेशों की शर्तों तथा नेशनल एविएशन कंपनी ऑफ इंडिया लिमिटेड (अब एयर इंडिया लिमिटेड) के संगम अनुच्छेद के खण्ड 98 के तहत शक्तियों का प्रयोग करते हुए, राष्ट्रीय दिनांक 9 मार्च, 2011 से एयर इंडिया लिमिटेड के निदेशक भण्डल से श्री आनंद जा. महिंद्रा का त्याग पत्र स्वीकार करते हैं।

[सं.-एवी-18013/07/2007-एआई]

एस. के. छिकारा, अवर सचिव

MINISTRY OF CIVIL AVIATION
(AI Section)

New Delhi, the 15th March, 2011

S.O. 862.—In exercise of the powers conferred under Section 98 of the Articles of Association of the National Aviation Company of India Limited (now Air India Limited) and in terms of instructions contained in Department of Public Enterprises' Office Memorandum No.9(22)/2005-GM dated the 13th April, 2010, the President is pleased to accept the resignation of Shri Anand. G. Mahindra from the Board of Directors of Air India Limited with effect from 9th March, 2011.

[No. AV. 18013/07/2007-AI]

S.K. CHHIKARA, Under Secy.

स्वास्थ्य तथा परिवार कल्याण मंत्रालय

(स्वास्थ्य तथा परिवार कल्याण विभाग)

नई दिल्ली, 8 मार्च, 2011

का.आ. 863.—केंद्र सरकार, भारतीय आयुर्विज्ञान परिषद अधिनियम, 1956 (1956 का 102) की धारा 11 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय आयुर्विज्ञान परिषद से परामर्श करके, अर्हता नामावली में परिवर्तन के कारण उक्त अधिनियम की प्रथम अनुसूची में एतद्वारा निम्नलिखित और संशोधन करती है, नामतः :—

उक्त अनुसूची में—

“रांची विश्वविद्यालय” के सामने ‘मान्यता प्राप्त चिकित्सा अर्हता’ [जो कि आगे कॉलम (2) के रूप में संदर्भित है], के अन्तर्गत अंतिम प्रविष्टि और उससे संबंधित प्रविष्टि के बाद शीर्षक ‘पंजीकरण के लिए संक्षेपण’ [जो कि आगे कॉलम (3) के रूप में संदर्भित है] के सामने निम्नलिखित शामिल किया जायेगा, नामतः :—

(2)

डाक्टर ऑफ मेडिसिन (संवेदनाहरण)

(3)

एम. डी. (संवेदनाहरण)

(राजेन्द्र आयुर्विज्ञान संस्थान, राँची (झारखण्ड) में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में राँची विश्वविद्यालय द्वारा वर्ष 1988 में या इसके बाद प्रदान की गई चिकित्सा अर्हता मान्यता प्राप्त होगी)।

- सभी के लिए टिप्पणी : 1. स्नातकोत्तर पाठ्यक्रम को प्रदान की गई ऐसी मान्यता की अधिकतम अवधि 5 वर्षों के लिए होगी जिसके उपरान्त इसका नवीकरण करना होगा ।
2. मान्यता को उप-खण्ड 4 की आवश्यकता के अनुसार समय पर नवीकरण में विफल होने के पारणामस्वरूप संबंधित स्नातकोत्तर पाठ्यक्रम में प्रवेश अनिवार्य रूप से बंद हो जाएंगे ।

[सं. यू. 12012/14/2011-एमड. (पी. II)]

अनिता त्रिपाठी, अवर सचिव

MINISTRY OF HEALTH AND FAMILY WELFARE

(Department of Health and Family Welfare)

New Delhi, the 8th March, 2011

S. O. 863.—In exercise of the powers conferred by sub-section (2) of the Section 11 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendments in the First Schedule to the said Act, due to change of nomenclature of the qualification namely :—

In the said Schedule —

(a) against “Ranchi University” under the heading ‘Recognised Medical Qualification’ [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading ‘Abbreviation for Registration’ [hereinafter referred to as column (3)], the following shall be inserted namely :—

(2)	(3)
“Doctor of Medicine (Anaesthesia)”	MD (Anaesthesia), (This shall be a recognised medical qualification when granted by Ranchi University in respect of students being trained at Rajendra Institute of Medical Sciences, Ranchi (Jharkhand) on or after 1988.)

Note to all : 1. The recognition so granted to a Postgraduate Course shall be for a maximum period of 5 years, upon which it shall have to be renewed.

2. Failure to seek timely renewal of recognition as required in sub-clause-4 shall invariably result in stoppage of admissions to the concerned Postgraduate Course.

[No.U.12012/14/2011-ME(P. II)]

ANITA TRIPATHI, Under Secy.

नई दिल्ली, 18 मार्च, 2011

का.आ. 864.—भारतीय आयुर्विज्ञान परिषद अधिनियम, 1956 (1956 का 102) की धारा 11 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केंद्र सरकार, भारतीय आयुर्विज्ञान परिषद से परामर्श करके, संबद्ध विश्वविद्यालयों के नाम में परिवर्तन के कारण उक्त अधिनियम की प्रथम अनुसूची में निम्नलिखित और संशोधन करती है, नामतः :—

उक्त प्रथम अनुसूची में मान्यता प्राप्त चिकित्सा अर्हता शीर्षक [इसके बाद कॉलम (2) के रूप में निर्दिष्ट] के अन्तर्गत “पांडिचेरी विश्वविद्यालय, पांडिचेरी” के प्रति पंजीकरण के लिए संक्षिप्त रूप [इसके बाद कॉलम (3) के रूप में निर्दिष्ट] शीर्षक के अंतर्गत अंतिम प्रविष्टि एवं उससे संबंधित प्रविष्टि के बाद निम्नलिखित को अंतर्विष्ट किया जाएगा, नामतः—

(2)	(3)
बैचलर ऑफ मेडिसिन एंड बैचलर ऑफ सर्जरी	एमबीबीएस (श्री मानाकुला विनयगर मेडिकल कालेज एवं अस्पताल, पांडिचेरी में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में पांडिचेरी विश्वविद्यालय, पांडिचेरी द्वारा दिसम्बर, 2010 में या इसके बाद प्रदान की गई चिकित्सा अर्हता मान्यताप्राप्त मानी जाएगी)।

[सं. यू. 12012/83/2004-एमड. (पी. II)]

अनिता त्रिपाठी, अवर सचिव

New Delhi, the 18th March, 2011

S. O. 864.—In exercise of the powers conferred by sub-section (2) of the Section 11 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendments in the First Schedule to the said Act, namely :—

In the said First Schedule against “Pondicherry University, Pondicherry” under the heading ‘Recognized Medical Qualification’ [in column (2)] and under the heading “Abbreviation for Registration” [in column (3)], the following shall be inserted, namely :—

(2)	(3)
“Bachelor of Medicine and Bachelor of Surgery”	M.B.B.S. (This shall be a recognised medical qualification when granted by Pondicherry University, Pondicherry on or after December, 2010 in respect of students trained at Sri Manakula Vinayagar Medical College & Hospital, Pondicherry).

[No.U.12012/83/2004-ME(P.II)]

ANITA TRIPATHI, Under Secy.

विद्युत मंत्रालय

नई दिल्ली, 18 मार्च, 2011

का.आ. 865.—केंद्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप नियम (4) के अनुसरण में विद्युत मंत्रालय, नई दिल्ली के प्रशासनिक नियंत्रणाधीन एनटीपीसी लिमिटेड, नई दिल्ली तथा एनएचपीसी लिमिटेड, फरीदाबाद के निम्नलिखित कार्यालयों को, जिनके 80 प्रतिशत कर्मचारीवृंद ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, एतद्वारा अधिसूचित करती हैं :—

1. एनटीपीसी लिमिटेड
कोलडैम हाइड्रो पावर परियोजना
पोस्ट-बरमाणा, जिला बिलासपुर (हि.प्र.)
पिन-174013
2. एनएचडीसी लिमिटेड,
ओंकारेश्वर पॉवर स्टेशन
सिद्धवरकूट, जिला-खण्डवा
3. एनएचपीसी लिमिटेड
क्षेत्रीय कार्यालय, क्षेत्र-III
ब्लॉक-डी.पी., प्लाट नं. 3,
सैक्टर-V, साल्ट लेक सिटी
कोलकाता-700091

[सं. 11017/4/2010-हिंदी]

अशोक लवासा, अपर सचिव

MINISTRY OF POWER

New Delhi, the 18th March, 2011

S.O. 865.—In pursuance of Sub Rule (4) of Rule 10 of the Official Language (use for official purposes of the union) Rules, 1976 the Central Government hereby notifies the following offices, under the administrative control of NTPC Limited, New Delhi and NHPC Limited, Faridabad, the staff whereof have acquired 80% working knowledge of Hindi :—

1. NTPC Limited
Koldam Hydro Power Project
P.O. Barmana, Distt. Bilaspur(H.P.)
Pin-174013
2. NHDC Limited
Omkareshwar Power Station
Siddhwarkut, Distt. Khandwa
3. NHPC Limited
Regional Office, Region-III
Block-D.P. Plot No.3, Sector-V,
Salt Lake City, Kolkata-700091

[No. 11017/4/2010-Hindi]

ASHOK LAVASA, Addl. Secy.

नई दिल्ली, 29 मार्च, 2011

का.आ. 866.—दिनांक 17-8-2006 को अधिसूचित मुख्य वैद्युत निरीक्षक तथा वैद्युत निरीक्षक की योग्यता, शक्ति एवं कार्य नियम, 2006 के साथ पठित विद्युत अधिनियम, 2003 (2003 का 36) की धारा 162 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए कंट्र सरकार एतद्वारा उपरोक्त नियम में उल्लिखित योग्यता एवं शर्त के अधीन वैद्युत निरीक्षक के रूप में केन्द्रीय विद्युत प्राधिकरण नई दिल्ली के निम्नलिखित अधिकारियों की नियुक्ति करती है।

क्र.सं.	नाम/श्री	पदनाम	योग्यता	के पद पर नियुक्त
1.	उपेन्द्र कुमार	उप निदेशक	बी.ई. (इलैक्ट्रिकल)	वैद्युत निरीक्षक
2.	राम चंद्र	उप निदेशक	बी.ई. (इलैक्ट्रिकल)	वैद्युत निरीक्षक
3.	एस. जी. टेन्पे*	अधीक्षण अभियंता	बी.ई. (इलैक्ट्रिकल)	वैद्युत निरीक्षक

*श्री एस जी टेन्पे को श्री एस. डी. टकसांडे, निदेशक के स्थान पर वैद्युत निरीक्षक के रूप में नियुक्त किया जा रहा है।

उपर्युक्त अधिकारी केन्द्रीय विद्युत प्राधिकरण (सुरक्षा एवं विद्युत आपूर्ति से संबंधित उपाय) विनियम, 2010 में प्रदत्त प्रक्रिया के अनुसार केन्द्रीय विद्युत प्राधिकरण के अधिकार क्षेत्र के भीतर चल रहे विद्युत कार्यों, विद्युत संस्थानों तथा विद्युत रोलिंग स्टॉक के संबंध में शक्तियों का प्रयोग नवा कार्यों का निर्वहन करेंगे।

वैद्युत निरीक्षक के रूप में नियुक्त व्यक्ति को ऐसा प्रशिक्षण प्रदान किया जाएगा जिसे केन्द्र सरकार इस उद्देश्य हेतु आवश्यक समझे और वह प्रशिक्षण सरकार की संतुष्टि के अनुसार पूरा किया जाएगा।

[फा. सं. 42/3/2010-आर एंड आर]

अशोक लवासा, अपर गोपनी

New Delhi, the 29th March, 2011

S.O. 866.—In exercise of the powers conferred by sub-section (1) of Section 162 of Electricity Act, 2003 (36 of 2003) read with Qualification, power and function of Chief Electrical Inspector and Electrical Inspectors Rules, 2006 notified on 17-8-2006, the Central Government hereby appoints following Officers of Central Electricity Authority, New Delhi as Electrical Inspector Subject to the qualification and Condition mentioned in above Rule.

S/No	Name/Shri	Designation	Qualification	Appointed As
1.	Upendra Kumar	Deputy Director	B.E.(Elect)	Electrical Inspector
2.	Ram Chandra	Deputy Director	B.E.(Elect)	Electrical Inspector
3.	S.G.Tenpe*	Sup. Engineer	B.E.(Elect)	Electrical Inspector

*Shri S.G.Tenpe is being appointed as Electrical Inspector in place of Shri S.D.Taksande, Director.

The above mentioned official shall exercise the powers and perform function in respect of electrical works, electrical institutions and electrical rolling stock in operation within the jurisdiction of Central Electricity Authority, as per the procedure provided in Central Electricity Authority(Measures relating to Safety and Electricity Supply) Regulations, 2010.

The person appointed as Electrical Inspector shall undergo such training as the Central Government may consider it necessary for the purpose and such training shall be completed to the satisfaction of the Government.

[FNo. 42/3/2010-R&R]

ASHOK LAVASA, Addl. Secy.

नई दिल्ली, 29 मार्च, 2011

का.आ. 867.—दिनांक 17-8-2006 को अधिसूचित मुख्य वैद्युत निरीक्षक तथा वैद्युत निरीक्षक की योग्यता, शक्ति एवं कार्य नियम, 2006 के साथ पठित विद्युत अधिनियम, 2003 (2003 का 36) की धारा 162 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए कंट्र सरकार एतद्वारा उपर्युक्त नियम में उल्लिखित योग्यता एवं शर्त के अधीन वैद्युत निरीक्षक के रूप में खान सुरक्षा महानिदेशालय, धनबाद के वैद्युत संवर्ग के निम्नलिखित अधिकारियों की नियुक्ति करती है।

क्र. सं.	अधिकारी का नाम/श्री	डीजीएसएस में पदनाम	के पद पर नियुक्ति
(1)	(2)	(3)	(4)
1.	धर्मेंद्र कुमार	उप महानिदेशक, खान सुरक्षा (वैद्युत)	मुख्य वैद्युत निरीक्षक
2.	बी. के. पाणिग्रही	निदेशक, खान सुरक्षा (वैद्युत)	वैद्युत निरीक्षक

(1)	(2)	(3)	(4)
3.	बी. के. लामा	निदेशक, खान सुरक्षा (वैद्युत)	वैद्युत निरीक्षक
4.	के. एम घोष	निदेशक, खान सुरक्षा (वैद्युत)	वैद्युत निरीक्षक
5.	एम. के. दास	निदेशक, खान सुरक्षा (वैद्युत)	वैद्युत निरीक्षक
6.	मुकेश श्रीवास्तव	निदेशक, खान सुरक्षा (वैद्युत)	वैद्युत निरीक्षक
7.	यू. एन. पांडेय	निदेशक, खान सुरक्षा (वैद्युत)	वैद्युत निरीक्षक
8.	एस. के. ठाकुर	निदेशक, खान सुरक्षा (वैद्युत)	वैद्युत निरीक्षक
9.	जी. एल. कांटा राव	निदेशक, खान सुरक्षा (वैद्युत)	वैद्युत निरीक्षक
10.	बी. एस. निम	निदेशक, खान सुरक्षा (वैद्युत)	वैद्युत निरीक्षक
11.	राधे श्याम	उप निदेशक, खान सुरक्षा (वैद्युत)	वैद्युत निरीक्षक
12.	के.एस. यादव	उप निदेशक, खान सुरक्षा (वैद्युत)	वैद्युत निरीक्षक
13.	एम. के. मालवीय	उप निदेशक, खान सुरक्षा (वैद्युत)	वैद्युत निरीक्षक
14.	मधुकर सहाय	उप निदेशक, खान सुरक्षा (वैद्युत)	वैद्युत निरीक्षक
15.	अजय सिंह	उप निदेशक, खान सुरक्षा (वैद्युत)	वैद्युत निरीक्षक
16.	टी. श्रीनिवास	उप निदेशक, खान सुरक्षा (वैद्युत)	वैद्युत निरीक्षक

उपर्युक्त अधिकारी केन्द्रीय विद्युत प्राधिकरण (सुरक्षा एवं विद्युत आपूर्ति से संबंधित उपाय) विनियम, 2010 में दी गई प्रक्रिया के अनुसार खान सुरक्षा भागनिदेशालय, धनबाद के भीतर चल रहे विद्युत कार्यों, विद्युत संस्थानों तथा विद्युत रोलिंग स्टॉक के संबंध में शक्तियों का प्रयोग तथा कार्यों का निर्वहन करेंगे।

विद्युत निरीक्षक के रूप में नियुक्त व्यक्ति को ऐसा प्रशिक्षण प्रदान किया जाएगा जिसे केन्द्र सरकार इस उद्देश्य हेतु अवश्यक समझे और यह प्रशिक्षण सरकार की संतुष्टि के अनुसार पूरा किया जाएगा।

[फा. सं. 42/3/2010-आर एंड आर]

अशोक लवासा, अपर सचिव

New Delhi, the 29th March, 2011

S.O. 867.—In exercise of the powers conferred by sub-section (1) of section 162 of the Electricity Act, 2003 (36 of 2003) read with Qualification, power and function of Chief Electrical Inspector and Electrical Inspectors Rules, 2006 notified on 17-8-2006, the Central Government hereby appoints following Officers of Electrical Cadre of Directorate General of Mines Safety, Dhanbad as Electrical Inspector Subject to the qualification and Condition mentioned in above Rule.

S/N.	Name of the Officer/Shri	Designation in DGMS	To be appointed as
1.	Dharmendra Kumar	Dy. Director General of Mines Safety (Elect.)	Chief Electrical Inspector
2.	B.K.Panigrahi	Director of Mines Safety (Elect.)	Electrical Inspector
3.	B.K.Lama	-do-	-do-
4.	K.M.Ghosh	-do-	-do-
5.	M.K.Das	-do-	-do-
6.	Mukesh Srivastava	-do-	-do-
7.	U.N.Pandey	-do-	-do-
8.	S.K.Thakur	-do-	-do-
9.	G.L.Kanta Rao	-do-	-do-
10.	B.S.Nim	-do-	-do-
11.	Radhey Shyam	Dy. Director of Mines Safety (Elect.)	-do-
12.	K.S.Yadav	-do-	-do-
13.	M.K.Malviya	-do-	-do-
14.	Madhukar Sahay	-do-	-do-
15.	Ajay Singh	-do-	-do-
16.	T. Srinivas	-do-	-do-

The above mentioned official shall exercise the powers and perform function in respect of electrical works, electrical institutions and electrical rolling stock in operation within the area of Directorate General of Mines Safety, as per the procedure provided in Central Electricity Authority(Measures relating to Safety and Electricity Supply) Regulations, 2010.

The person appointed as Electrical Inspector shall undergo such training as the Central Government may consider it necessary for the purpose and such training shall be completed to the satisfaction of the Government.

[F. No. 42/3/2010-R&R]

ASHOK LAVASA, Addl. Secy.

नई दिल्ली, 29 मार्च, 2011

का.आ. 868.—दिनांक 17-8-2006 को अधिसूचित मुख्य वैद्युत निरीक्षक तथा वैद्युत निरीक्षक की योग्यता, शक्ति एवं कार्य नियम, 2006 के साथ पठित विद्युत अधिनियम, 2003 (2003 का 36) की धारा 162 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार एतद्वारा उपरोक्त नियम में उल्लिखित योग्यता एवं शर्त के अधीन वैद्युत निरीक्षक के रूप में केन्द्रीय विद्युत प्राधिकरण नई दिल्ली के निम्नलिखित अधिकारियों की नियुक्ति करती है।

क्र.सं.	अधिकारी का नाम	पदनाम	योग्यता	के पद पर नियुक्त
1.	श्री एम.ए.बी. रामानुजन	उप सीईई	बी.ई./एमई	वैद्युत निरीक्षक
2.	श्री डी.डी. पाहुजा	निदेशक (आरएसई)	इलैक्ट्रिकल इंजीनियरिंग	मुख्य वैद्युत निरीक्षक

उपर्युक्त अधिकारी केन्द्रीय विद्युत प्राधिकरण (सुरक्षा एवं विद्युत आपूर्ति से संबंधित उपाय) विनियम, 2010 में दी गई प्रक्रिया के अनुसार बंगलौर मेट्रो रेल कारपोरेशन लिमिटेड के भीतर चल रहे विद्युत कार्यों, विद्युत संस्थानों तथा विद्युत रोलिंग स्टॉक के संबंध में शक्तियों का प्रयोग करेंगे तथा कार्य का निर्वहन करेंगे।

विद्युत निरीक्षक के रूप में नियुक्त व्यक्ति को ऐसा प्रशिक्षण प्रदान किया जाएगा जिसे केन्द्र सरकार इस उद्देश्य हेतु अवश्यक समझ और यह प्रशिक्षण सरकार की संतुष्टि के अनुसार पूरा किया जाएगा।

[फा. सं. 42/3/2010-आर एंड अर]

अशोक लवासा, अवर सचिव

New Delhi, the 29th March, 2011

S.O. 868.—In exercise of the powers conferred by sub-section (1) of Section 162 of the Electricity Act, 2003 (36 of 2003) read with Qualification, power and function of Chief Electrical Inspector and Electrical Inspectors Rules 2006 notified on 17-8-2006, the Central Government hereby appoints following Officers of Bangalore Metro Rail Corporation Ltd., Karnataka as Electrical Inspector subject to the qualification and condition mentioned in above Rule.

S. No.	Name of Officers	Designation	Qualification	Appointed As
1.	Sh. M.A.V. Ramanujan	Dy. CEE	BE/ME	Electrical Inspector
2.	Sh. D.D.Pahuja	Director(RSE)	Electrical Engineering	Chief Electrical Inspector

The above mentioned official shall exercise the powers and perform function in respect of electrical works, electrical institutions and electrical rolling stock in operation within the area of Bangalore Metro Rail Corporation Ltd., as per the procedure provided in Central Electricity Authority (Measures relating to Safety and Electricity Supply) Regulations, 2010.

The person appointed as Electrical Inspector shall undergo such training as the Central Government may consider it necessary for the purpose and such training shall be completed to the satisfaction of the Government.

[F. No. 42/3/2010-R&R]

ASHOK LAVASA, Addl. Secy.

रसायन और उर्वरक मंत्रालय

(उर्वरक विभाग)

नई दिल्ली, 20 जनवरी, 2011

का.आ. 869.—सार्वजनिक परिसर (अधिकृत निवासी का निष्कासन) अधिनियम, 1971 के खंड 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार नीचे दी गई तालिका के स्तंभ (1) में उल्लिखित अधिकारी की नियुक्ति करती है, उक्त अधिनियम के प्रयोग के लिए संपदा अधिकारी के लिए सरकार के राजपत्रित अधिकारी अथवा समकक्ष स्तर के अधिकारी हैं जो उक्त तालिका के स्तंभ (2) में निर्दिष्ट सार्वजनिक परिसर के संबंध में उक्त अधिनियम द्वारा उसके अंतर्गत संपदा अधिकारी को प्रदत्त शक्तियों का प्रयोग करेंगे और संपदा अधिकारी पर अधिरोपित कर्तव्यों का निर्वहन करेंगे।

तालिका

अधिकारी का पदनाम	सार्वजनिक परिसर की श्रेणियां
मुख्य प्रशासनिक अधिकारी, ब्रह्मपुत्र वैली फटिलाइजर्स कॉर्पोरेशन लिमिटेड, नामरूप	ब्रह्मपुत्र वैली फटिलाइजर कॉर्पोरेशन लिमिटेड तत्कालीन हिन्दुस्तान फटिलाइजर कॉर्पोरेशन लिमिटेड से संबंधित अथवा इसकी बस्ती से संबंधित अथवा इसके द्वारा पट्टे पर लिए गए परिसर।

[फा. सं. 88/1/2006-मा. सं.-I]

पी. बी. साहू, अवर सचिव (मा. सं.-I)

MINISTRY OF CHEMICALS AND FERTILIZERS
(Department of Fertilizers)

New Delhi, the 20th January, 2011

S.O. 869.—In exercise of the powers conferred by section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 the Central Government hereby appoints the officer mentioned in column (1) of table below, being an officer equivalent to the rank of Gazetted Officer of Government to be the Estate Officer for the purpose of the said Act, who shall exercise the powers conferred, and perform the duties imposed on Estate Officers by or under the said Act in respect of the public premises specified in column (2) of the said Table.

TABLE

Designation of the Officer	Categories of the public premises
(1)	(2)
Senior Administrative Officer, Brahmaputra Valley Fertilizers Corporation Limited, Namrup	Premises belonging to, or taken on lease, by or on behalf of the Brahmaputra Valley Fertilizer Corporation Limited Erstwhile Hindustan Fertilizer Corporation Limited and its township.

[F.No. 88/1/2006-HR-I]

P.B. SAHU, Under Secy. (HR-I)

सूक्ष्म, लघु और मध्यम उद्यम मंत्रालय

नई दिल्ली, 29 मार्च, 2011

का.आ. 870.—केंद्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप नियम (4) के अनुसरण में सूक्ष्म, लघु और मध्यम उद्यम मंत्रालय के नियंत्रणाधीन निम्नलिखित कार्यालयों जिनके 80 प्रतिशत से अधिक कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को एतत्वांत्र अधिसूचित करती है:

1. शाखा कार्यालय, पानीपत, राष्ट्रीय लघु उद्योग निगम लिमिटेड, शॉप कम ऑफिस, 11-12, गौशाला मंडी, मैसर्स डेली पेट्रोस के ऊपर, जीटी रोड, पानीपत (हरियाणा)।
2. शाखा कार्यालय, मेरठ, राष्ट्रीय लघु उद्योग निगम लिमिटेड, एडीआई कार्यालय परिसर निकट डीआईसी, सूरजकुण्ड रोड, मेरठ-250002 (उत्तर प्रदेश)।
3. शाखा कार्यालय, गुडगांव, राष्ट्रीय लघु उद्योग निगम लिमिटेड, सं. 9, दूसरा तल आपका सिटी प्लाजा, सिविल लाइन्स, होटल पार्क इन के नजदीक गुडगांव (हरियाणा)।
4. शाखा कार्यालय, अहमदाबाद, राष्ट्रीय लघु उद्योग निगम लिमिटेड, 202, 203 समरूद्ध बिल्डिंग गुजरात हाई कोर्ट के सामने, अहमदाबाद-380014 (गुजरात)।
5. शाखा कार्यालय, नासिक, राष्ट्रीय लघु उद्योग निगम लिमिटेड, एनएसआई सी परिसर, द्वितीय तल, ए-9, पदमश्री बाबूभाई राठी चैक ट्रिम्बक रोड, एमआईडीसी सतपुर, नासिक-422007 (महाराष्ट्र)।
6. शाखा कार्यालय, वजीरपुर, राष्ट्रीय लघु उद्योग निगम लिमिटेड, 706, सातवां तल, पल्स बैस्ट हाइट-1, नेताजी सुभाष प्लॉस, वजीरपुर डिपो के सामने, नई दिल्ली-110034।
7. शाखा कार्यालय, बहादुरगढ़, राष्ट्रीय लघु उद्योग निगम लिमिटेड, शॉप नं. 1, प्रथम तल, दिल्ली रोहतक रोड, फ्रन्टियर बिस्किट फैक्ट्री के सामने, एमआईई, बहादुरगढ़ (हरियाणा)।

[सं. ई-12016/01/2005-हिन्दी]

अमरेन्द्र सिंहा, संयुक्त सचिव

MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES

New Delhi, the 29th March, 2011

S.O. 870.—In pursuance of sub-rule (4) of Rule 10 of the Official Language (Use for official purposes of the Union) Rules, 1976, the Central Government hereby notifies the following offices, under the control of the Ministry of Micro, Small and Medium Enterprises, whose more than 80% staff has acquired working knowledge in Hindi:

1. Branch Office, Panipat, National Small Industries Corporation Ltd. Shop cum Office, 11-12, Goshala Mandi, above M/s. Daily Paints, GT Road, Panipat (Haryana).
2. Branch Office, Meerut, National Small Industries Corporation Ltd., ADI Office Campus, Near DIC, Surajkund Road, Meerut- 250002 (Uttar Pradesh).
3. Branch Office, Gurgaon, National Small Industries Corporation Ltd., No.9, Second Floor Aap Ka City Plaza, Civil Lines, Near Hotel Park Inn, Gurgaon (Haryana).
4. Branch Office, Ahmedabad, National Small Industries Corporation Ltd., 202, 203 Samruddh Building, Opp. Gujarat High Court, Ahmedabad-380014 (Gujarat).
5. Branch Office, Nashik, National Small Industries Corporation Ltd., NSIC Campus, Second Floor, A-9, Padamshree Babu Rathi Chowk, Trimbak Road, MIDC Satpur, Nashik-422007 (Maharashtra).
6. Branch Office, Wazirpur, National Small Industries Corporation Ltd., 706, 7th Floor, Pearls Best Heights-I, Netaji Subash Place, Opp. Wazirpur Depot., New Delhi- 110034.
7. Branch Office, Bahadurgarh, National Small Industries Corporation Ltd., Shop No.1, First Floor, Delhi Rohtak Road, Opp. Frontier Biscuit Factory, MII, Bahadurgarh (Haryana).

[No. E-12016/1/2005-Hindi]

AMARENDRA SINHA, Jt. Secy.

वस्त्र मंत्रालय

ई दिल्ली, 25 मार्च, 2011

का.आ. 871.—केन्द्रीय सरकार, संघ के (शासकीय प्रयोजनों के लिए) राजभाषा नियम, 1976 के नियम 10 के उपनियम 4 के अनुसरण में, वस्त्र मंत्रालय के अंतर्गत आने वाले निम्नलिखित कार्यालयों को जिसमें 80 प्रतिशत से अधिक कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है :—

1. बनुकर सेवा केंद्र, विकास आयुक्त (हथकरघा) कार्यालय, इंदौर, मध्य प्रदेश।
2. अनुसंधान विस्तार केंद्र, केंटअवप्रसं, केंद्रीय रेशम बोर्ड बुदेलखण्ड विश्वविद्यालय परिसर, झांसी-284128, (उत्तर प्रदेश)
3. उप रेशमकीट प्रजनन केंद्र, केंटअवप्रसं, केंद्रीय रेशम बोर्ड, पो.बा. सं. 21, कार्नवाल रोड, सिप्प्स पार्क के निकट, कूनूर-643101 (तमिलनाडु)।
4. क्षेत्रीय कार्यालय, वस्त्र समिति, राज चेंबर्स, 978, थडगम रोड, कोयंबतूर-641002।
5. दि हैण्डीक्राफ्ट्स एण्ड हैण्डलूम्स एक्सपोर्ट्स कापोरेशन आफ इण्डिया लिमिटेड, नं. 31/32, इण्डस्ट्रियल एस्टेट, गिर्णी, चेन्नई-600032।

[सं. ई-11016/1-2011-हिन्दी]

शमशेर कौर, मुख्य लेखा नियंत्रक

MINISTRY OF TEXTILES

New Delhi, the 25th March, 2011

S.O. 871.—In pursuance of sub-rule (4) of Rule 10 of the Official Language (Use of official purposes of Union) Rules, 1976, the Central Government hereby notifies the following offices under the Ministry of Textiles, whereof 80 per cent staff have acquired working knowledge of Hindi:—

1. Weavers Service Centre, Office of DC(Handloom), Indore, Madhya Pradesh.
2. Research Extension Centre, CTR&TI, Central Silk Board, Campus of Bundelkhand University, Jhansi-284128 (Uttar Pradesh).
3. Satellite Silkworm Breeding Station, CSR&TI, Central Silk Board, P.B.No.21, Cornwall Road, Near Sim's Park, Coonoor-643101 (Tamilnadu).
4. Regional Office, Textiles Committee, Raj Chambers, 978, Thadgam Road, Coimbatore.
5. The Handicrafts & Handlooms Exports Corporation of India Ltd., No. 31/32, Industrial Estate, Gindi, Chennai-600032.

[No. E-11016/1/2011-Hindi]

SHAMSHER KAUR, Chief Controller of Accounts

उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

(उपभोक्ता मामले विभाग)

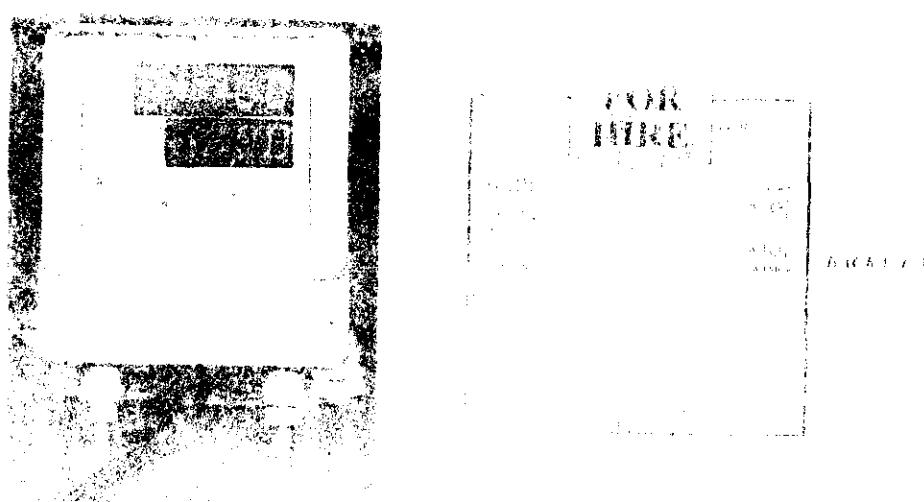
नई दिल्ली, 31 जनवरी, 2011

का.आ. 872.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में बणित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976(1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप हैं और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मेसर्स एप्ल मीटर मैन्युफैक्चरिंग कं., नं. १३, शिवप्रकाशम स्ट्रीट, माउंट रोड, नरसिंगपुरम, चेन्नै-600002 द्वारा विनिर्मित “ए-स्ट्यर” शृंखला के अंकक सूचन सहित “टैक्सी/आटो मीटर” (फ्लेंग टाइप) के मॉडल का, जिसके ब्रांड का नाम “एप्ल” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/10/437 समनुदेशित किया गया है, अनुमोदन प्राप्ति-पत्र जारी करती है।

उक्त मॉडल “टैक्सी/आटो मीटर” (फ्लेंग टाइप) मापन उपकरण है जो लगातार योग करता जाता है और यात्री द्वारा देय भाड़े को यात्रा के दौरान किसी भी समय दर्शाता है। सार्वजनिक वाहन के यात्रियों द्वारा देय भाड़ा, तथा की गई दूरी और निर्धारित स्पीड से कम पर व्यतीत किए गए समय का फलन है जो प्राधिकृत शुल्क के अनुसार अनुपूरक भाड़े से स्वतंत्र है। मीटर को रीडिंग प्रकाश उत्सर्जक डायोड (एल ई डी) द्वारा दर्शायी जाती है। टैक्सी मीटर का ‘के’ फेवट (पैन) लासेस प्रति किलोमीटर पर चलता है। इंडीकेटर में 5 अंकों (3 तीन अंक रूपए के लिए और 2 अंक ऐसे के लिए) तक अंधकृतम किया यात्री सूचन, 4 अंकों (4 अंकों में एक दशमलव प्वाइंट शामिल) में अंधकृतम दूरी सूचन और 4 अंकों में अंधकृतम समय सूचन दर्शाता है।

आकृति ।



आकृति -2 मॉडल के सीलिंग प्रावधान का सीलिंग डायग्राम

सील और स्टाम्प के स्वतंत्रन के लिए दिए गए दो स्कू छोल्ज वाले में से लीडिङ वायर निकाल मीटर की रियर बाट्म साइड में सीलिंग की जाती है। सील से छेड़छाड़ किए यिन मीटर को खोला नहीं जा सकता। मॉडल को सीलबंद करने के उपबंध का एक प्रूफपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

[फा. सं. डब्ल्यू एम-21(271)/2010]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION

(Department of Consumer Affairs)

New Delhi, the 31st January, 2011

S.O. 872.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of "Taxi/Auto Meter" (Flag Type) with digital indication (hereinafter referred to as the said model) of "A-STAR" series and with brand name "APPLE" manufactured by M/s. Apple Meter Mfg. Co., No. 15, Sivaprakasam Street, Mount Road, Narasingapuram, Chennai-600002 and which is assigned the approval mark IND/09/10/437;

The said model of "Taxi/Auto Meter" (Flag Type) is a measuring instrument which totalizes continuously and indicates the fare at any moment of journey the charges payable by the passenger of a public vehicle as function of the distance traveled and below a certain speed, the fare is calculated as function of the time taken. This being independent of supplementary charges according to the authorized tariffs. The reading of the meter is indicated by the Light Emitting Diode (LED). The 'k' factor of the Taxi Meter is 1400 pulses per kilometer. The indicator have 5 digits (3 digits for rupees and two digits for paise) for maximum fare indication, 4 digits (4 digits including one decimal point) for maximum distance indication and 4 digits for maximum time indication.

Figure-1

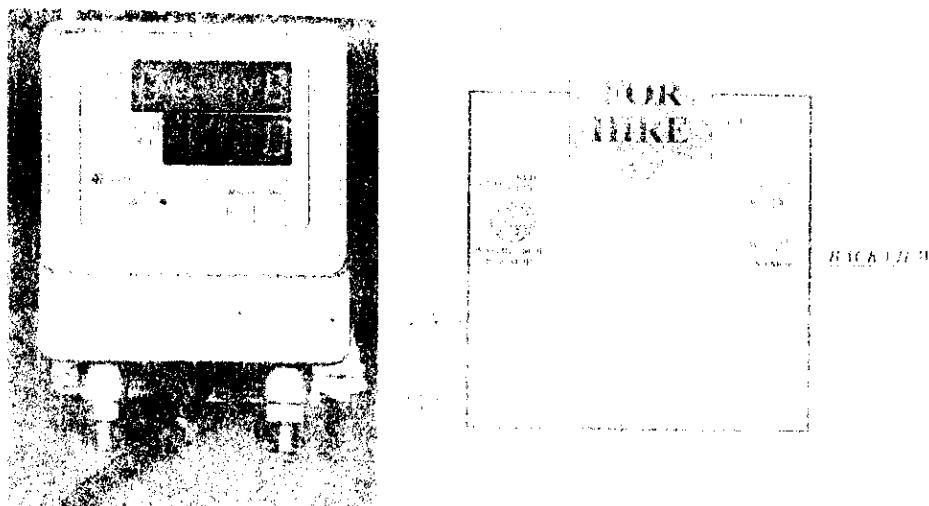


Figure-2 Schematic Diagram of sealing provision of the model.

Sealing is done on the rear bottom side of the meter, two screws with holes are provided through which the leaded wire will be passed to receive the verification seal and stamp. The meter cannot be opened without tampering the seal. A schematic diagram of sealing provision of the model is given above.

[F. No. WM-21/(271)/2010]

B. N. DIXIT, Director of Legal Metrology

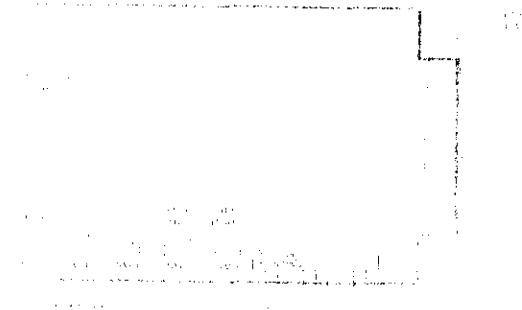
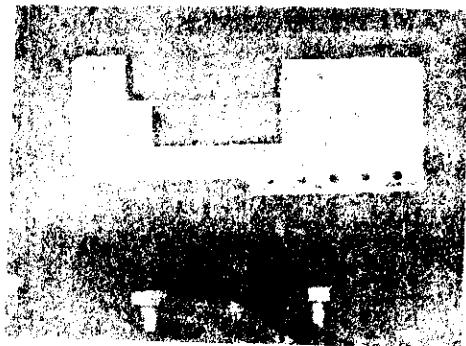
नई दिल्ली, 31 जनवरी, 2011

का.आ. 873.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप हैं और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स एप्ल मीटर मैन्युफैक्चरिंग कं. नं. 15, शिवप्रकाशम स्ट्रीट, माउंट रोड, नरसिंगपुरम, चेन्नै-600002 द्वारा विनिर्मित “बी-स्टार” शृंखला के अंकक सूचन सहित “टैक्सी/आटो मीटर” (रियर पुश बटन टाइप) के मॉडल का, जिसके ब्रांड का नाम “एप्ल” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/10/438 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल एक “टैक्सी/आटो मीटर” (रियर पुश बटन टाइप) मापन उपकरण है जो लगातार योग करता जाता है और यात्री द्वारा देय भाड़े को यात्रा के दौरान किसी भी समय दर्शाता है। सार्वजनिक वाहन के यात्रियों द्वारा देय भाड़ा, तय की गई दूरी और निर्धारित स्पीड से कम पर व्यतीत किए गए समय का फलन है जो प्राधिकृत शुल्क के अनुसार अनुपूरक भाड़े से स्वतंत्र है। मीटर रीडिंग प्रकाश उत्सर्जक डायोड (एल ई डी) द्वारा दर्शायी जाती है। टैक्सी मीटर का ‘के’ फेक्टर 1400 प्लसेस प्रति किलोमीटर पर चलता है। इंडीकेटर में 5 अंकों (3 तीन अंक रूपए के लिए और 2 अंक पैसे के लिए) तक अधिकतम किराया सूचन, 4 अंकों (4 अंकों में एक दशमलव प्लाइंट शामिल) में अधिकतम दूरी सूचन और 4 अंकों में अधिकतम समय सूचन दर्शाता है।

आकृति ।



आकृति -2 मॉडल के सीलिंग प्रावधान का सीलिंग डायग्राम

सील और स्टाम्प के सत्यापन के लिए दिए गए दो स्क्रू होल्ज वाले में से लीडिंग वायर निकाल मीटर की रियर बाटम साइड में सीलिंग की जाती है। सील से छेड़लाड़ किए बिना मीटर को खोला नहीं जा सकता। मॉडल को सीलबंद करने के उपबंध का एक प्रूफपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

[फा. सं. डब्ल्यू एम-21(271)/2010]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 31st January, 2011

S.O. 873.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions:

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of "Taxi/Auto Meter" (Rear Push Button Type) with digital indication (hereinafter referred to as the said model) of "B-STAR" series and with brand name "APPLE" manufactured by M/s. Apple Meter Mfg. Co., No. 15, Sivaprakasam Street, Mount Road, Narasingapuram, Chennai-600002 and which is assigned the approval mark IND/09/10/438;

The said model of "Taxi/Auto Meter" (Rear Push Button Type) is a measuring instrument which totalizes continuously and indicates the fare at any moment of journey the charges payable by the passenger of a public vehicle as function of the distance traveled and below a certain speed, the fare is calculated as function of the time taken. This being independent of supplementary charges according to the authorized tariffs. The reading of the meter is indicated by the Light Emitting Diode (LED). The 'k' factor of the Taxi Meter is 1400 pulses per kilometer. The indicator have 5 digits (3 digits for rupees and two digits for paise) for maximum fare indication, 4 digits (4 digits including one decimal point) for maximum distance indication and 4 digits for maximum time indication.

Figure-1

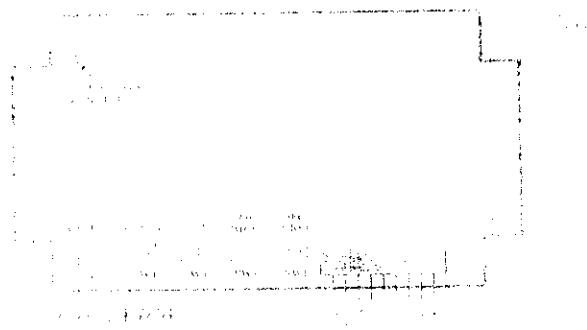
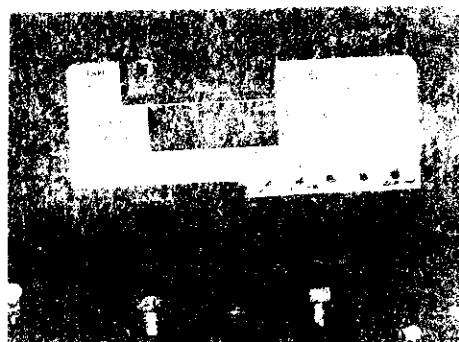


Figure-2 Schematic Diagram of sealing provision of the model

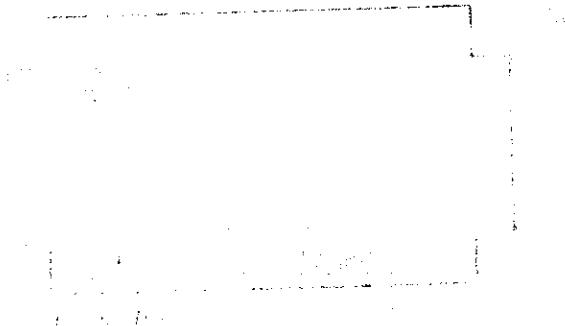
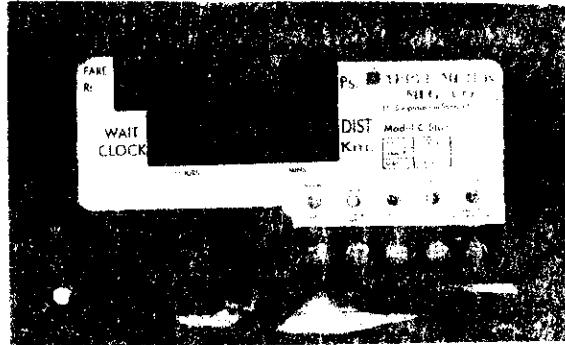
Sealing is done on the rear bottom side of the meter, two screws with holes are provided through which the leaded wire will be passed to receive the verification seal and stamp. The meter cannot be opened without tampering the seal. A schematic diagram of sealing provision of the model is given above.

नई दिल्ली, 31 जनवरी, 2011

का.आ. 874.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप भानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप भानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप हैं और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा शक्तियों को प्रयोग करते हुए मैसर्स एप्ल मीटर मैन्युफैक्चरिंग कं. नं. 15, शिवप्रकाशम स्ट्रीट, माउंट रोड, नरसिंगपुरम, चेन्नै-600002 द्वारा विनिर्मित “सी-स्टार” शृंखला के अंकक सूचन सहित “टैक्सी/आटो मीटर” के मॉडल का, जिसके ब्रांड का नाम “एप्ल” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/10/439 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल “टैक्सी/आटो मीटर” मापन उपकरण है जो लगातार योग करता जाता है और यात्री द्वारा देय भाड़े को यात्रा के दौरान किसी भी समय दर्शाता है। सार्वजनिक वाहन के यात्रियों द्वारा देय भाड़ा, तय की गई दूरी और निर्धारित स्पीड से कम पर व्यतीत किए गए समय का फलन है जो प्राधिकृत शुल्क के अनुसार अनुपूरक भाड़े से स्वतंत्र है। मीटर की रीडिंग प्रकाश उत्सर्जक डायोड (एल ई डी) द्वारा दर्शायी जाती है। टैक्सी मीटर का ‘के’ फंक्टर 640 प्लसेस प्रति किलोमीटर पर चलता है। इंडिकेटर में 5 अंकों [3 (तीन) अंक रूपए के लिए और 2 अंक पैसे के लिए] तक अधिकतम किराया सूचन, 4 अंकों (4 अंकों में एक दशमलव प्लाइंट शामिल) में अधिकतम दूरी सूचन और 4 अंकों में अधिकतम समय सूचन दर्शाता है।



आकृति-2 मॉडल के सीलिंग प्रावधान का सीलिंग डायग्राम

सील और स्टाम्प के सत्यापन के लिए दिए गए दो स्कू. होल्ज वाले में से लीडिंग वायर निकाल मीटर की रियर बाटम साइड में सीलिंग की जाती है। सील से छेड़छाड़ किए बिना मीटर को खोला नहीं जा सकता। मॉडल को सीलबंद करने के उपबंध का एक प्रूफपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

[फा. सं. डब्ल्यू एम-21(271)/2010]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 31st January, 2011

S.O. 874.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of "Taxi Auto Meter" with digital indication (hereinafter referred to as the said model) of "C-STAR" series and with brand name "APPLE" manufactured by M/s. Apple Meter Mfg. Co., No. 15, Sivaprakasam Street, Mount Road, Narasingapuram, Chennai-600002 and which is assigned the approval mark IND/09/10/439;

The said model of "Taxi/Auto Meter" is a measuring instrument which totalizes continuously and indicates the fare at any moment of journey the charges payable by the passenger of a public vehicle as function of the distance travelled and below a certain speed, the fare is calculated as function of the time taken. This being independent of supplementary charges according to the authorized tariffs. The reading of the meter is indicated by the Light Emitting Diode (LED). The 'k' factor of the Taxi Meter is 640 pulses per kilometer. The indicator have 5 digits (3 digits for rupees and two digits for paise) for maximum fare indication, 4 digits (4 digits including one decimal point) for maximum distance indication and 4 digits for maximum time indication.

Figure-1

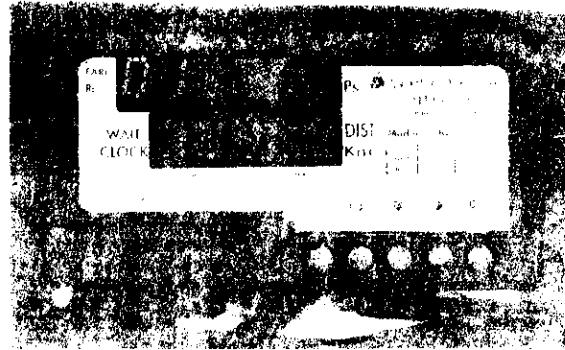


Figure-2 Schematic Diagram of sealing provision of the model.

Sealing is done on the rear bottom side of the meter, two screws with holes are provided through which the leaded wire will be passed to receive the verification seal and stamp. The meter cannot be opened without tampering the seal. A schematic diagram of sealing provision of the model is given above.

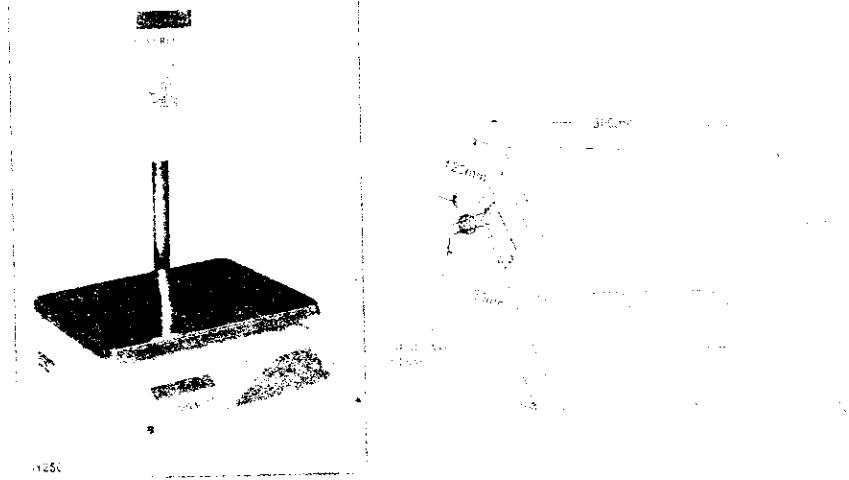
[E. No. WM-21(271) 2010]
B. N. DIXIT, Director of Legal Metrology

नई सिल्वी, 31 जनवरी, 2011

का.आ. 875.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप हैं और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा शक्तियों का प्रयोग करते हुए मैसर्स इम्पीरियल स्केल इंडस्ट्रीज, रिवर बैंक के पास, सावरकुण्डला, जिला अमरेली-364515 (गुजरात) द्वारा विनिर्मित उच्च यथार्थता (यथार्थता-II) वाले “आईएमजे” शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (टेबलटाप टाइप) के माडल का, जिसके ब्रांड का नाम “इम्पीरियल” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/10/394 समनुरेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (टेबलटाप टाइप) है। इसकी अधिकतम क्षमता 30 कि.ग्रा. और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अंतराल (ई) 2 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



आकृति-2 मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम

डिस्प्ले की बाढ़ी में से सीलिंग वायर निकाल कर सीलिंग की गई है। डिस्प्ले की बेस प्लेट और टाप कवर के छेद से सील को जोड़ा गया है, तब सील वायर इन दोनों छेदों में से निकालकर सील से जोड़ा गया है। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

उपकरण में केलिब्रेशन के लिए बाहरी पहुंच है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे। मि.ग्रा. से 50 मि. ग्रा. तक के “ई” मान के लिए 100 से 100,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) और 100 मि.ग्रा. या उससे अधिक के “ई” मान के लिए 5000 से 100,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान 1×10^4 , 2×10^4 या 5×10^4 , के हैं, जो धनात्मक या ऋणात्मक पूर्णक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(244)/2010]
बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 31st January, 2011

S.O. 875.—Whereas the Central Government, after considering the report submitted to it by prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Table top type) with digital indication of High Accuracy (Accuracy class-II) of series "IMJ" and with brand name "IMPERIAL" (hereinafter referred to as the said model), manufactured by M/s. Imperial Scale Industries, Nr. River Bank, Savarkundla, Dist. Amreli, Pin- 364515 (Guj.) and which is assigned the approval mark IND/09/10/394;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Table Top Type) with a maximum capacity of 30kg and minimum capacity of 100g. The verification scale interval (*e*) is 2g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.

Figure-1

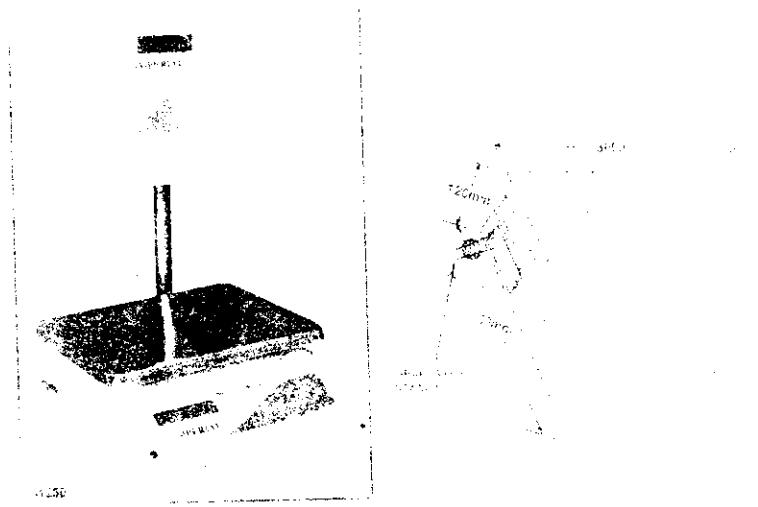


Figure-2 Schematic Diagram of sealing provision of the model.

Sealing is done on the display by passing sealing wire from the body of the display. The seal is connected by whole in base plate and top cover of display, than seal wire is passed through these two holes attached with seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 50 kg with verification scale interval (*n*) in the range of 100 to 100,000 for '*e*' value of 1mg to 50mg and with verification scale interval (*n*) in the range of 5000 to 100,000 for '*e*' value of 100mg or more and with '*e*' value of 1×10^k , 2×10^k or 5×10^k , where *k* is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21/(244)/2010]

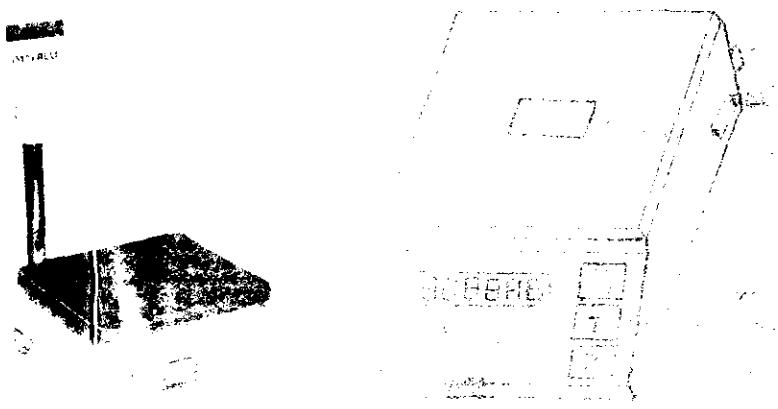
B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 31 जनवरी, 2011

का.आ. 876.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप हैं और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा शक्तियों को प्रयोग करते हुए मैसर्स इम्पीरियल स्केल इंडस्ट्रीज, रिवर बैंक के पास, सावरकुण्डला, जिला अमरेली-364515 (गुजरात) द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता-III) वाले “आईएमटी” शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (टेबलटाप टाइप) के मॉडल का, जिसके ब्रांड का नाम “इम्पीरियल” है (जिसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/10/395 समनुरोधित किया गया है, अनुमोदन प्रमाण पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (टेबलटाप टाइप) है। इसकी अधिकतम क्षमता 30 कि.ग्रा. और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अंतराल (ई) 5 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



आकृति-2 मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम

डिस्प्ले की बाढ़ी में से रीलिंग वायर निकाल कर सीलिंग की गई है। डिस्प्ले की बेस प्लेट और टाप कवर के छेद से सील को जोड़ा गया है, तब सील वायर इन दोनों छेदों में से निकाल कर सील से जोड़ा गया है। मॉडल को सीलबंद करने के उपबंध का एक प्रूफी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

उपकरण में केलिब्रेशन के लिए बाहरी पहुंच है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है।

और केन्द्रीय सरकार द्वारा अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे। मि.ग्रा. से 2 ग्रा. तक के “f” मान के लिए 100 से 10,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) और 5.ग्रा. या उससे अधिक के “ई” मान के लिए 0.030 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान 1×10^4 , 2×10^4 या 5×10^4 , के हैं, जो धनात्मक या क्रणात्मक पूर्णक या शून्य के समतुल्य हैं।

New Delhi, the 31st January, 2011

S.O. 876.—Whereas the Central Government, after considering the report submitted to it by prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Table Top Type) with digital indication of Medium Accuracy (Accuracy class-III) of series "IMT" and with brand name "IMPERIAL" (hereinafter referred to as the said model), manufactured by M/s. Imperial Scale Industries, Nr River Bak, Savarkundla, Dist. Amreli, Pin- 364515, (Guj.) and which is assigned the approval mark IND/09/10/395:

The said model is a strain gauge type load cell based non-automatic weighing instrument (Table Top Type) with a maximum capacity of 30kg. and minimum capacity of 100g. The verification scale interval (*e*) is 5g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts, 50 Hertz aternative current power supply.

Figure 1

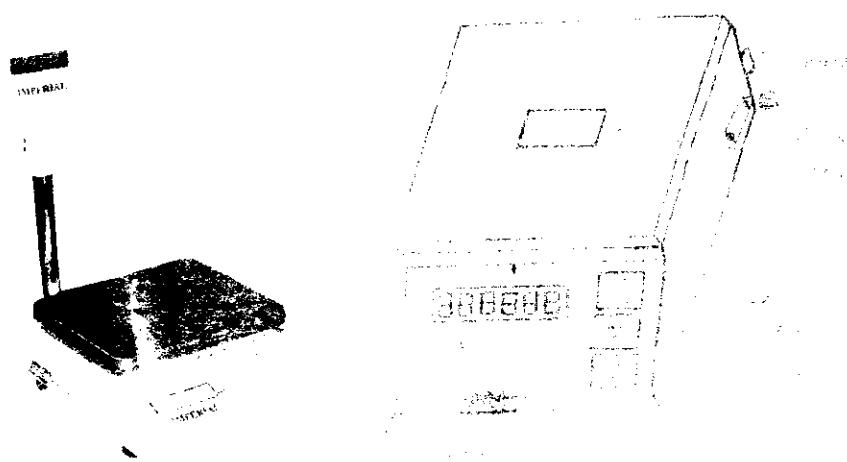


Figure 2—Schematic Diagram of sealing provision of the model.

Sealing is done on the display by passing sealing wire from the body of the display. The seal is connected by whole in base plate & top cover of display, than seal wire is passed through these two holes attached with seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card mother board to disable access to external calibration.

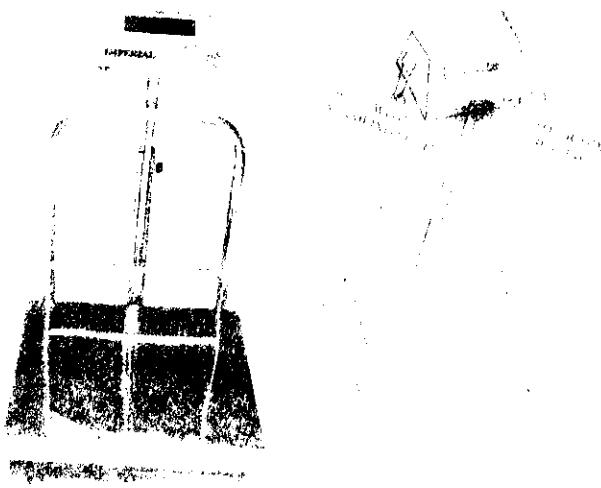
Further, in exercise of the power conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 50 kg. with verification scale interval (*n*) in the range of 100 to 10,000 for '*e*' value of 1mg. to 2g. and with verification scale interval (*n*) in the range of 5000 to 10,000 for '*e*' value of 5g. or more and with '*e*' value of 1×10^k , 2×10^k or 5×10^k , where *k* is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

नई दिल्ली, 31 जनवरी, 2011

का.आ. 877.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा शक्तियों को प्रयोग करते हुए मैसर्स इम्पीरियल स्कॉल इंडस्ट्रीज, रिवर बैंक के पास, सावरकुण्डला, जिला अमरेली-364515 (गुजरात) द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता-III) वाले “आईएमटी” शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (प्लेटफार्म टाइप) के मॉडल का, जिसके बांड का नाम “इम्पीरियल” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/(09)/10/396 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (प्लेटफार्म टाइप) है। इसकी अधिकतम क्षमता 1000 कि.ग्रा. और न्यूनतम क्षमता 2 कि. ग्रा. है। सत्यापन मापमान अंतराल (ई) 100 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपर्युक्त करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



आकृति-2—मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम

डिस्प्ले की बाड़ी में से सीलिंग वायर निकाल कर सीलिंग की गई है। डिस्प्ले की बेस प्लेट और टाप कवर के छेद से सील को जोड़ा गया है, तब सील वायर इन दोनों छेदों में से निकाल कर सोल से जोड़ा गया है। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

उपकरण में केलिब्रेशन के लिए बाहरी पहुंच है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्लिच भी दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उसमें अधिक के “ई” मान के लिए 500 से 10,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. से 5000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान 1×10^4 , 2×10^4 और 5×10^4 , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

New Delhi, the 31st January, 2011

S.O. 877.—Whereas the Central Government, after considering the report submitted to it by prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Plateform type) with digital indication of Medium Accuracy (Accuracy class-III) of series "IMP" and with brand name "IMPERIAL" (hereinafter referred to as the said model), manufactured by M/s Imperial Scale Industries Nr. River Bak, Savarkundla, Dist. Amreli, Pin- 364515, (Guj.) and which is assigned the approval mark IND-09/10/396;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Platform Type) with a maximum capacity of 1000kg, and minimum capacity of 2kg. The verification scale interval (e) is 100g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts or 50 Hertz alternative current power supply.

Figure-1

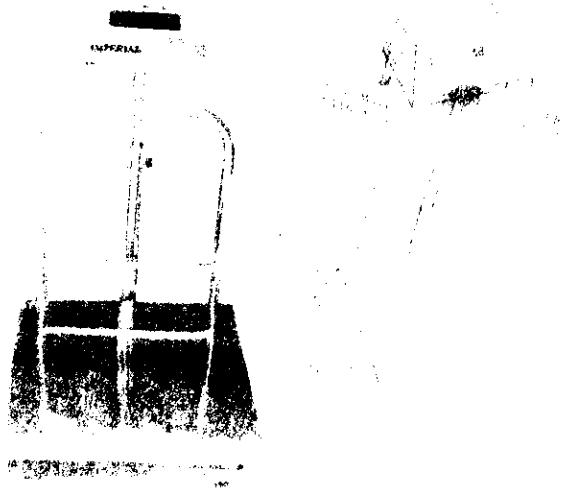


Figure-2 Schematic Diagram of sealing provision of the model

Sealing is done on the display by passing sealing wire from the body of the display. The seal is connected by whole in base plate & top cover of display, than seal wire is passed through these two holes attached with seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the power conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 50 kg, and up to 5000 kg, with verification scale interval (n) in the range of 500 to 10,000 for ' e ' value of 5g, or more and with ' e ' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

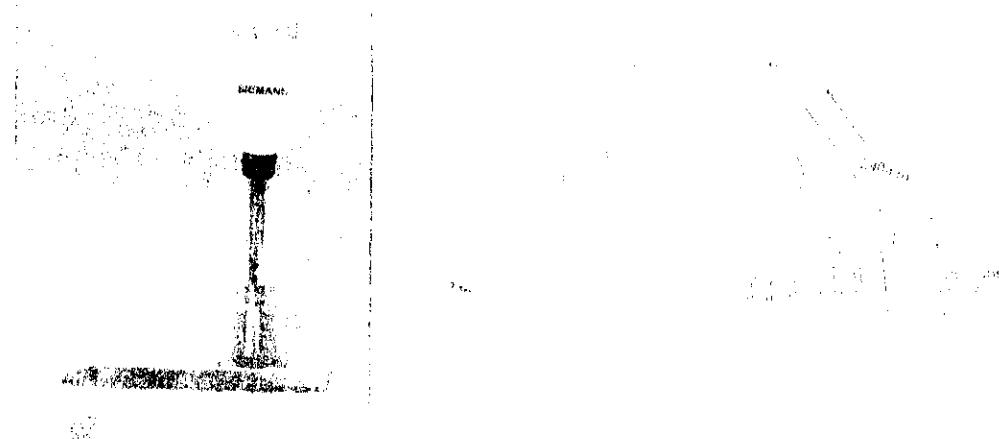
[E.No.WM-21/(244)/2010]
B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 31 जनवरी, 2011

का.आ. 878.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा शक्तियों का प्रयोग करते हुए मैसर्स पटेल डिजिटल स्केल, बी-62, इलेक्ट्रोनिक्स एस्टेट, जी आई डी सी, सेक्टर-25 गांधीनगर, पिन-382025 (गुजरात) द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता-III) वाले “एसआईटी 11” शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (टेबलटाप टाइप) के मॉडल का, जिसके ब्रांड का नाम “सीमेन्स” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन- डी/09/10/304 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (टेबलटाप टाइप) है। इसकी अधिकतम क्षमता 30 कि.ग्रा. और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अन्तराल (ई)5 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यक्तिनामक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपर्युक्त करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



आकृति 2 उपकरण के मॉडल का सीलिंग प्रावधान

स्केल की बाढ़ी के हाल्ट्य में में सीलिंग वायर निकाल कर सीलिंग की जाती है। मॉडल को सीलबंद करने के उपबंध का एक प्रूफ पीयोजनावद्ध डायग्राम ऊपर दिया गया है।

उपकरण में बाहरी केलिब्रेशन तक पहुंच की सुविधा है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप मिन्च भी दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के बैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो। मि. ग्रा. में 2 ग्रा. तक के “ई” मान के लिए 100 से 10,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) और 5 ग्रा. या उससे अधिक के “ई” मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. तक अधिकतम क्षमता वाले हैं और “ई” मान 1×10^6 , 2×10^6 और 3×10^6 , के हैं, जो धनात्मक या क्रणात्मक पृष्ठीक या शून्य के समतुल्य हैं।

New Delhi, the 31st January, 2011

S.O. 878.—Whereas the Central Government, after considering the report submitted to it by prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Table top type) with digital indication of Medium Accuracy (Accuracy class-III) of series "SIT-11" and with brand name "SIEMANS" (hereinafter referred to as the said model), manufactured by M/s. Patel Digital Scale, B-62, Electronics Estate, G.I.D.C. Sector-25, Gandhinagar, Pin-382025 (Guj.) and which is assigned the approval mark IND 09 10 304:

The said model is a strain gauge type load cell based non-automatic weighing instrument (Table Top Type) with a maximum capacity of 30kg. and minimum capacity of 100g. The verification scale interval (e) is 5g. It has a tare device with a 100 percent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts or 50 Hertz alternative current power supply.

Figure-1

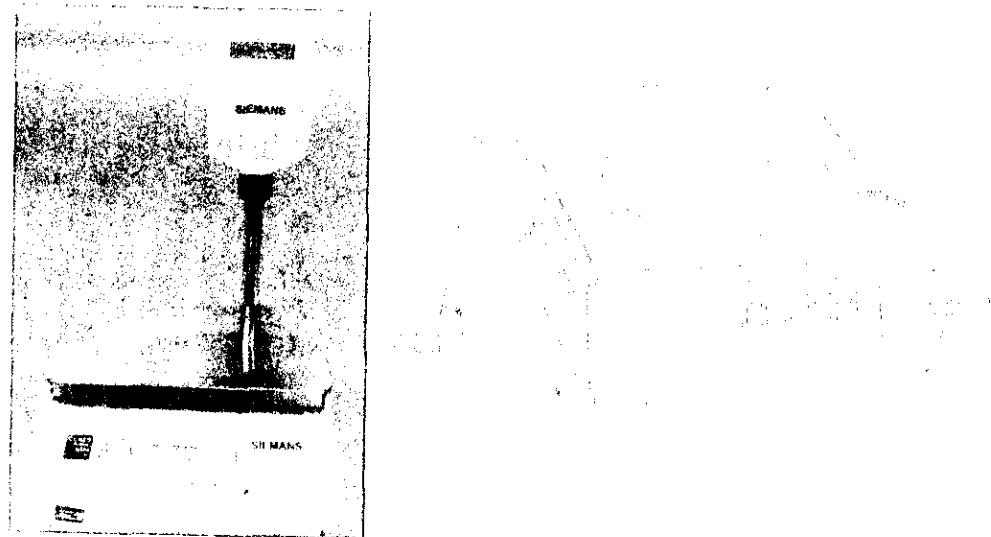


Figure-2 Schematic Diagram of sealing provision of the Model

Sealing is done by passing sealing wire from the body of the scale through holes. A typical schematic diagram of sealing provision of the model is given above.

A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the power conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 50 kg. with verification scale interval (n) in the range of 100 to 10,000 for 'e' value of 1mg. to 2g. and with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g. or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21/(191)2010]

B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 31 जनवरी, 2011

का.आ. 879.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप हैं और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों को प्रयोग करते हुए मैसर्स पटेल डिजिटल स्केल, बी-62, इलेक्ट्रोनिक्स एस्टेट, जी आई डी सी, सेक्टर-25 गांधीनगर, पिन-382025 (गुजरात) द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता-III) वाले “एसआईपी 7” शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (प्लेटफार्म टाइप) के मॉडल का, जिसके ब्रांड का नाम “सीमेन्स” है (जिसे इसके यश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/10/305 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (प्लेटफार्म टाइप) है। इसकी अधिकतम क्षमता 1000 कि.ग्रा. और न्यूनतम क्षमता 2 कि. ग्रा. है। सत्यापन मापमान अंतराल (ई) 100 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यक्तिनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपर्युक्त करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



आकृति-2 उपकरण के मॉडल का सीलिंग प्रावधान

स्केल की बाढ़ी के होल्स में से सीलिंग बायर निकाल कर सीलिंग की जाती है। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम ऊपर दिया गया है।

बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के “ई” मान के लिए 500 से 10,000 तक की रैंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. से 5000 कि.ग्रा. तक अधिकतम क्षमता वाले हैं और “ई” मान 1×10^4 , 2×10^4 या 5×10^4 , के हैं, जो धनात्मक याऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(191)/2010]
बी.एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 31st January, 2011

S.O. 879.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Platform type) with digital indication of Medium Accuracy (Accuracy class-III) of series "SIP-7" and with brand name "SIEMANS" (hereinafter referred to as the said model), manufactured by M/s. Patel Digital Scale, B-62, Electronics Estate, G.I.D.C. Sector-25, Gandhinagar, Pin-382025 (Guj.) and which is assigned the approval mark IND/09/10/305;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Platform Type) with a maximum capacity of 1000kg. and minimum capacity of 2kg. The verification scale interval (e) is 100g. It has a tare device with a 100 percent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts, 50 Hertz aternative current power supply.

Figure-1

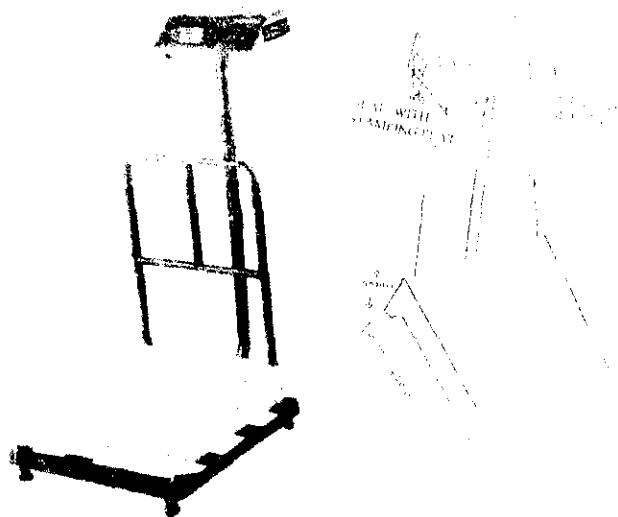


Figure-2 Schematic Diagram of sealing provision of the Model

Sealing is done by passing sealing wire from the body of the scale through holes. A typical schematic diagram of sealing provision of the model is given above.

A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the power conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 50kg. and up to 5000kg. with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g. or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

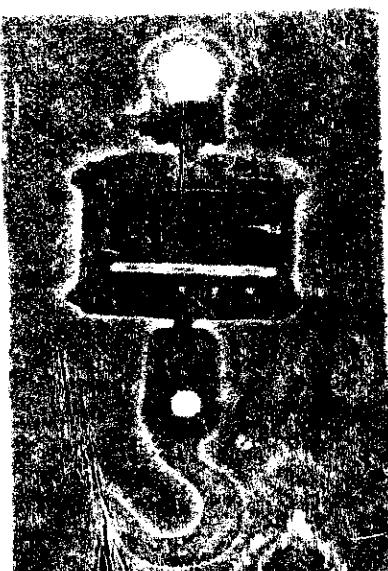
[F.No.WM-21/(191)/2010]
B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 31 जनवरी, 2011

का.आ. 880.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप हैं और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसेस सेनटायर टेक्नोलोजिज, सी 7/बी-2 सरदार इंडस्ट्रीयल एस्टेट, रोड नं. 2, अजवा रोड, वडोदरा-390019 (गुजरात) द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले “एसटीसी” शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (क्रेन टाइप) के मॉडल का, जिसके ब्रांड का नाम “जेकेडी” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/10/48 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल जाहारित अस्वचालित तोलन उपकरण (क्रेन टाइप) है। इसकी अधिकतम क्षमता 1000 कि.ग्रा. और न्यूनतम क्षमता 2 कि. ग्रा. है। सत्यापन मापमान अन्तराल (ई)100 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यक्तिनात्मक धारित आधेयतुलन प्रभाव है। ड्रेसिं डर्ट/जैक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विकृत प्रदर्श यह कार्य करता है।



आकृति - 2 मॉडल के इंडिकेटर का सीलिंग प्रावधान

डिस्प्ले की बाड़ी में से सीलिंग वायर निकाल कर डिस्प्ले के दायीं ओर/बायीं ओर सीलिंग की जाती है। सील के साथ जुड़े हुए दो छेदों में से सीलिंग वायर निकाल कर सील से जोड़ा गया है। मॉडल के सीलिंग प्रावधान का स्कीमवार डायग्राम ऊपर दिया गया है।

उपकरण में बाहरी केलिब्रेशन तक पहुंच की सुविधा है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्लिच भी दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्मित किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक हो। “ई” मान के लिए 500 से 10,000 तक के रैंज में सत्यापन मापमान अन्तराल (एन) सहित 50 कि.ग्रा. तक अधिक और 30 टन तक की अधिकतम क्षमता बाले हैं और “ई” मान 1×10^4 , 2×10^4 या 5×10^4 , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(46)/2010]
बी.एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 31st January, 2011

S.O. 880.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Crane type) with digital indication of Medium Accuracy (Accuracy class-III) of series "S FC" and with brand name "JKD" (hereinafter referred to as the said model), manufactured by M/s. Sentire Technologies, C-7/B-2, Sardar Industrial Estate, Road No.2, Ajwa Road, Vadodra-390019 (Guj.) and which is assigned the approval mark IND/09/10/48;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Crane Type) with a maximum capacity of 1000kg. and minimum capacity of 2kg. The verification scale interval (e) is 100g. It has a tare device with a 100 percent subtractive retained tare effect. The Light Emitting Diode (LED) indicates the weighing result. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.

Figure-1

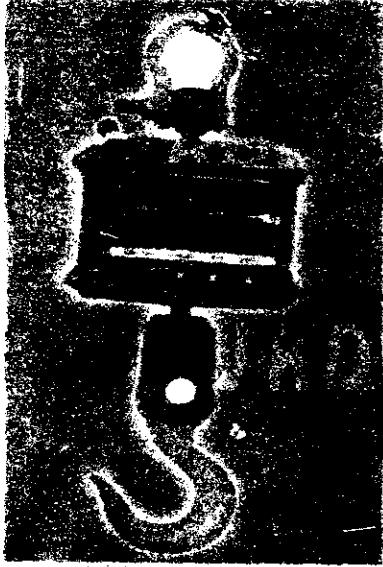


Figure-2 Sealing arrangement

Sealing is done on the right side of the display by passing sealing wire from the body of the display. The seal is connected by seal wire passing through these two holes attached with seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

The Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity range from 50 kg. and up to 30 tonne with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g. or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21/(46)/2010]

B. N. DIXIT, Director of Legal Metrology

(भारतीय मानक व्यूरो)

नई दिल्ली, 10 मार्च, 2011

का.आ. 881.—भारतीय मानक व्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक व्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :-

अनुसूची

क्रम सं.	स्थापित भारतीय मानक (कों) की संख्या वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आई एस 10803 : 1984 दस्ती मेटल आर्म वेल्डिंग के लिए आवरित इलैक्ट्रोडों की वेल्ड मेटल के रसायनिक विश्लेषण के लिए वेल्ड पैड के नमूने लेने एवं तैयारी की पद्धति	संशोधन संख्या 1, नवम्बर 2010	30 नवम्बर, 2010

इस भारतीय मानक की प्रतियाँ भारतीय मानक व्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, भागपुर, पटना, पूणे तथा तिरुवनन्तपुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : एमटीडी 11/टी-113]

पी. घोष, वैज्ञानिक 'एफ' एवं प्रमुख (एमटीडी)

(BUREAU OF INDIAN STANDARDS)

New Delhi, the 10th March, 2011

S.O. 881.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Amendment, Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :

SCHEDULE

Sl.No.	IS No. & Title of the amendment (s)	No. & Year of the amendment	Date from which the amendment shall have effect
(1)	(2)	(3)	(4)
1.	IS 10803 : 1984 Method of sampling and preparation of weld pad for chemical analysis of weld metal from covered electrodes for manual metal arc welding	Amendment No. 1, November, 2010	30 November, 2010

Copy of this Amendment is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref : MTD 11/T-113]

P. GHOSH, Scientist 'F' & Head (Met Engg)

नई दिल्ली, 10 मार्च, 2011

का.आ. 882.—भारतीय मानक व्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक व्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :-

अनुसूची

क्रम सं.	स्थापित भारतीय मानक (कों) की संख्या वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
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(1)	(2)	(3)	(4)
1.	आई एस 6901 : 2009/आई एस ओ 2503 : 1998 गैस वेलिंग उपस्कर-वेलिंग, कटिंग और संबद्ध प्रक्रियाओं के लिए प्रयुक्त 300 वार तक के गैस सिलिंडरों के लिए दाब रेगुलेटर (तीसरा पुनरीक्षण)	संशोधन संख्या 1, दिसम्बर 2009	1-4-2011

इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शह जफर मर्ग, नई दिल्ली-110002, कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बत्तूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनंतपुरम में विक्री हेतु उपलब्ध हैं।

[नंदन : एमटीडी 1], टी. ३३;
पी. घोष, वैज्ञानिक 'एफ' एवं प्रमुख (एमटीडी)

New Delhi, the 10th March, 2011

S.O. 882.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987 the Bureau of Indian Standards hereby notifies that the Amendment, Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :

SCHEDULE

Sl.No.	IS No. & Title of the amendment(s)	No. & Year of the amendment	Date from which the amendment shall have effect
(1)	(2)	(3)	(4)
1.	IS 6901 : 2009/ISO 2503 : 1998 Gas welding equipment - Pressure regulators for gas cylinders used in welding, cutting and allied processes up to 300 bar (third revision)	Amendment No. 1, December, 2009	1-4-2011

Copy of this amendment is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi- 110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref: MTD 11/T-73]

P. GHOSH, Scientist 'F' & Head (Met Engg.)

नई दिल्ली, 10 मार्च, 2011

का.आ. 883.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :—

अनुसूची

क्रम सं.	स्थापित भारतीय मानक (कों) की संख्या वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
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(1)	(2)	(3)	(4)
1.	आई एस 11802 : 1986 मृदु एवं अल्प मिश्र धातु इस्पातों की वैलिंग में आवटित इलैक्ट्रोडों में जमा हुई वेल्ड मैटल के डिफ्यूजिबल हाईड्रोजन अंश ज्ञात करने की पद्धतियाँ	संशोधन सं. 1, दिसम्बर, 2010	31 दिसम्बर, 2010

इस भारतीय मानक की प्रतियाँ भारतीय मानक व्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पुणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : एमटीडी 11/ टी-122]
पी. घोष, वैज्ञानिक 'एफ' एवं प्रमुख (एमटीडी)

New Delhi, the 10th March, 2011

S.O. 883.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Amendment, Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :

SCHEDULE

Sl. No.	IS No. & Title of the amendment (s)	No. & Year of the amendment	Date from which the amendment shall have effect
(1)	(2)	(3)	(4)
1.	IS 11802 : 1986 Methods for determination of diffusible hydrogen content of deposited weld metal from covered electrodes in welding mild and low alloy steels	Amendment No. 1, December, 2010	31 December, 2010

Copy of this amendment is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi- 110002 and Regional Offices : New Delhi, Kolkatta, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref: MTD 11/T-122]

P. GHOSH, Scientist 'F' & Head (Met Engg.)

नई दिल्ली, 10 मार्च, 2011

का.आ. 884.—भारतीय मानक व्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक व्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों का विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :—

अनुसूची

क्रम सं.	स्थापित भारतीय मानक(कों) की संख्या, वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
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(1)	(2)	(3)	(4)
1.	आई एस 13851 : 1993 प्रयोग से पहले आवश्यित इलैक्ट्रोडों के भंडारण एवं पुनः शुष्कन	संशोधन सं. 2, दिसम्बर, 2010	31-12-2010

इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, श्रेणीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, पटना, पुणे तथा तिरुवनन्तपुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : एमटीडी 11/ टी-106]
पी. घोष, वैज्ञानिक 'एफ' एवं प्रमुख (एमटीडी)

New Delhi, the 10th March, 2011

S.O. 884.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Amendment, Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :

SCHEDULE

Sl. No.	IS No. & Title of the amendment(s)	No. & Year of the amendment	Date from which the amendment shall have effect
(1)	(2)	(3)	(4)
1.	IS 13851 : 1993 Storage and redrying of covered electrodes before use — Recommendations	Amendment No. 2, December, 2010	31-12-2010

Copy of this amendment is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi- 110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref : MTD 11/T-106]

P. GHOSH, Scientist 'F' & Head (Met Engg.)

नई दिल्ली, 10 मार्च, 2011

का.आ. 885.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों का विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :-

अनुसूची

क्रम सं.	स्थापित भारतीय मानक(कों) की संख्या, वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आई एस 6901 : 2009/आई एस ओ 2503 : 1998 गैस वेल्डिंग उपस्कर-वेल्डिंग, कटिंग और संबद्ध प्रक्रियाओं के लिए प्रयुक्त 300 बार तक के गैस सिलिंडरों के लिए दाब रेगुलेटर (तीसरा पुनरीक्षण)	आई एस 6901 : 1988	1-4-2011

इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चंडीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, पटना, पुणे तथा तिरुवनन्तपुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : एमटीडी 11/टी-73]
पी. घोष, वैज्ञानिक 'एफ' एवं प्रमुख (एमटीडी)

New Delhi, the 10th March, 2011

S.O. 885.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :—

SCHEDULE

Sl. No.	No. and Year of the Indian Standards Established	No. and Year of Indian Standards, if any, Superseded by the New Indian Standard	Date of Established
(1)	(2)	(3)	(4)
1.	IS 6901 : 2009/ISO 2503 : 1998 Gas welding equipment - Pressure regula- tors for gas cylinders used in welding, cutting and allied processes upto 300 bar (third revision)	IS 6901 : 1988	1st April, 2011

Copy of this standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi- 110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref: MTD 11/T-73]

P. GHOSH, Scientist 'F' & Head (Met Engg.)

नई दिल्ली, 17 मार्च, 2011

का.आ. 886.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिये गये मानक (कों) में संशोधन किया गया /किये गये हैं :—

अनुसूची

क्रम.	संशोधित भारतीय मानक की संख्या वा. और वर्ष	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1	आई एस 14343 - 1996 जलोद मृदा में घोल अभिपूरण सामग्री का चुनाव - मर्गान्तरी सिद्धांत	संशोधन संख्या 1, मार्च 2011	31 मार्च, 2011

इस संशोधन की प्रतियां भारतीय मानक ब्लूरो, मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली- 110002, भैत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चंडीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बत्तर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, सुणे तथा तिरुवनन्तपुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : डब्ल्यू आर डी 08/टी 9]
जे. सी. अरोड़ा, वैज्ञानिक 'एफ' एवं प्रमुख (जल संसाधन विभाग)

New Delhi, the 17th March, 2011

S.O. 886.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards, hereby notifies that amendments to the Indian Standards, particulars of which are given in the Schedule hereto annexed have been issued :

SCHEDULE

Sl. No.	No., Title and year of the Indian Standards	No. and Year of the amendment	Date from which the amendment shall have effect
(1)	(2)	(3)	(4)
1	IS 14343 : 1996 Choice of grouting materials for illuvial grouting - Guidelines	Amendment No. 1, March 2011	31-3-2011

Copy of this Amendment is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi- 110002 and Regional Offices: New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune and Thiruvananthapuram.

[Ref: WRD 08/1-9]

J. C. ARORA, Sc.-'F' & Head (Water Resources Deptt.)

नई दिल्ली, 22 मार्च, 2011

का.आ. 887.—भारतीय मानक ब्लूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरा में भारतीय मानक व्युग एतद्वय अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे 2 अगस्त, 2010 से रद्द कर दिये गये हैं।

अनुसूची

क्रम सं.	स्थापित भारतीय मानक (कों) की संख्या वर्ष और शीर्षक	भारत के राजपत्र भाग 2, खंड 3, उपखंड (ii) में का.आ. संख्या और तिथि प्रकाशित	टिप्पणी
(1)	(2)	(3)	(4)
1.	आई एस 5188 : 1985 शीत पौलीमेराइड तेल विस्तारित रॉ स्टाईरीन बूटाउडीन रबड़ विशिष्टि (पहला पुनरीक्षण)	--	पेट्रोलियम कोयला एवं संबद्ध उत्पाद विभाग परिषद् (पीसीडीसी) की पिछली बैठक जो कि 2 अगस्त 2010 को हुई थी में इस मानक को वापस लेने का फैसला लिया गया था।

[संदर्भ : पीसीडी/जी-7 (गजट)]
डॉ (श्रीमति) विजय मलिक, वैज्ञा. 'एफ' एवं प्रमुख (पीसीडी)

New Delhi, the 22nd March, 2011

S.O. 887.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, it is, hereby notified that the Indian Standards, Particulars of which are mentioned in the Schedule give hereafter, have been cancelled and stand withdrawn w.e.f. 2 August, 2010.

SCHEDULE

Sl.No.	No. & Year of the Indian Standards Cancelled	S. O. No. & Date published in the Gazette of India Part-II, Section-3, Sub-section (ii)	Remarks
(1)	(2)	(3)	(4)
1.	IS 5188 : 1985 Specification for cold polymerized oil extended raw styrenebutadiene rubber (first revision)	--	Petroleum, Coal and Related Products Division Council (PCDC) at its last meeting held on 2 August 2010 had decided to Withdraw IS 5188 : 1985 as the product has become obsolete.

[Ref : PCD/G-7 Gazette]

Dr. (Mrs.) VIJAY MALIK, Scientist 'F' & Head (PCD)

नई दिल्ली, 23 मार्च, 2011

का.आ. 888.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (छ) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिस भारतीय मानक का विवरण नीचे अनुसूची में दिया गया है वह स्थापित हो गया है :-

अनुसूची

क्रम सं.	स्थापित भारतीय मानक (कों) की संख्या वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आई एस/आई एस ओ 15197 : 2003 इन विट्रो नैदानिक परीक्षण—पद्धतियाँ डायबिटीज	--	फरवरी 2010

(1)	(2)	(3)	(4)
	मेलिटस के प्रबंधन में अपने आप परीक्षण करने के लिए रक्त में ग्लूकोज की मॉनीटरिंग हेतु अपेक्षाएं		
2.	आई एस/आई एस ओ 15189 : 2007 चिकित्सा प्रयोगशालाएं - गुणता और विश्वसनीयता के लिए विशेष आवश्यकताएं (पहला पुनरीक्षण)	—	अगस्त 2010

इस मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूर्णे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : एम एच डी / जा 3.5]
राकेश कुमार, प्रमुख (एम एच डी)

New Delhi, the 23rd March, 2011

S.O. 888.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which is given in the Schedule hereto annexed has been issued.

SCHEDULE

S.I.No.	No. & Year of the Indian Standards	No. and Year of Indian standards, if any, superseded by the new Indian Standard	Date of establishment
(1)	(2)	(3)	(4)
1.	IS/ISO 15197 : 2003 In vitro diagnostic test systems - Requirements for blood-glucose monitoring systems for self-testing in managing diabetes mellitus.	—	20 May 2010
2.	Medical laboratories-particular requirements for quality and competence	—	August 2010

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi- 110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref : MHD/G-3.5]

RAKESH KUMAR, Scientist 'F' & Head (MHD)

कोयला मंत्रालय

नई दिल्ली, 30 मार्च, 2011

का.आ. 889.—केन्द्रीय सरकार ने कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20), (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 4 की उपधारा (1) के अधीन जारी भारत सरकार के कोयला मंत्रालय की अधिसूचना संख्यांक का.आ. 1812 तारीख 14 जुलाई, 2010 द्वारा जो भारत के राजपत्र के भाग-II खण्ड-3, उप-खण्ड (ii) तारीख 24 जुलाई, 2010 को प्रकाशित की गई थी, उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट परिक्षेत्र की भूमि में जिसका माप 92.67 हेक्टर (लगभग) या 228.99 एकड़ (लगभग) है, कोयले का पूर्वेक्षण करने के अपने आशय की सूचना दी थी ;

और केन्द्रीय सरकार का यह समाधान हो गया है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट परिक्षेत्र की उक्त भूमि को यला अभिप्राप्त है ;

अतः केन्द्रीय सरकार को यला धारक क्षेत्र (अर्जन और विकास), अधिनियम, 1957 की धारा 7 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, इससे संलग्न अनुसूची में वर्णित 92.67 हेक्टर (लगभग) या 228.99 एकड़ (लगभग) माप की भूमि का और उक्त भूमि के सभी अधिकारों के अर्जन करने की अपने आशय की सूचना देती है ।

टिप्पणि - 1 इस अधिसूचना के अंतर्गत आने वाले क्षेत्र के रेखांक संख्या ईसीएल/आरजेएमएल/एमओयूजेडए/एनओटीआई/57, तारीख 7 अक्टूबर, 2010 को उपायुक्त, जिला गोड़ा (झारखण्ड) के कार्यालय में या कोयला नियंत्रक, 1, काउंसिल स्ट्रीट, कोलकाता-700 001 के कार्यालय में या निदेशक तकनीकी (प्रचालन), ईस्टर्न कोलफील्ड्स लिमिटेड, सांकटोरिया, डाकघर-दिसेरगढ़, जिला-बर्द्धवान (पश्चिम बंगाल) पिन कोड-713 333 के कार्यालय में किया जा सकता है ।

टिप्पणि - 2 उक्त अधिनियम की धारा 8 के उपबंधों की ओर ध्यान आकृष्ट किया जाता है जिसमें निम्नलिखित उपबंध हैं :-

अर्जन की बाबत आपत्तियाँ :

“8(1) ऐसी भूमि में हितबद्ध कोई व्यक्ति जिसकी बाबत धारा 7 के अधीन अधिसूचना जारी की गई है, हितबद्ध है, अधिसूचना के जारी किए जाने के तीस दिन के भीतर सम्पूर्ण भूमि या उसके किसी भाग या ऐसी भूमि में या उस पर के किन्हीं अधिकारों का अर्जन किए जाने के बारे में आक्षेप कर सकेगा ।

स्पष्टीकरण :-

1. कोई व्यक्ति द्वारा किया गया यह कथन कि वह किसी भूमि में कोयले उत्पादन के लिए स्वयं खनन संक्रियाएं करना चाहता है और ऐसा प्रचालन केन्द्रीय सरकार या किसी अन्य व्यक्ति द्वारा नहीं किया जाना चाहिए, इस धारा के अंतर्गत यह आक्षेप नहीं माना जाएगा ।
2. उप-धारा (1) के अधीन प्रत्येक आपत्ति सक्षम अधिकारी को लिखित रूप में की जायेगी और सक्षम अधिकारी, आपत्तिकर्ता को स्वयं सुने जाने, विधि व्यवसायी द्वारा सुनवाई का अवसर देगा और ऐसी सभी आपत्तियों को सुनने के पश्चात् और ऐसी अतिरिक्त जांच यदि कोई हो, करने के पश्चात् जो वह आवश्यक समझता है, वह या तो धारा 7 की उप-धारा (1) के अधीन अधिसूचित भूमि का या ऐसी भूमि में या उस पर के अधिकारों के संबंध में एक रिपोर्ट या ऐसी भूमि के विभिन्न टुकड़े या ऐसी भूमि में या उस पर के अधिकारों के संबंध में आपत्तियों पर अपनी सिफारिशों और उसके द्वारा की गई कार्यवाही के अभिलेख सहित विभिन्न रिपोर्ट केन्द्रीय सरकार को उसके विनिश्चय के लिए देगा ।
3. इस धारा के प्रयोजनों के लिए वह व्यक्ति किसी भूमि में हितबद्ध समझा जाएगा जो प्रतिकर में हित का दावा करने का हकदार होता यदि भूमि या किसी ऐसी भूमि में या उस पर के अधिकार इस अधिनियम के अधीन अर्जित कर लिए जाते हैं ।”

टिप्पणि 3.- केन्द्रीय सरकार द्वारा कोयला नियंत्रक, 1, काउंसिल स्ट्रीट, कोलकाता-700 001 को उक्त अधिनियम के अधीन अधिसूचना संख्या का.आ. 2520 तारीख 11-06-1983 द्वारा सक्षम प्राधिकारी नियुक्त किया गया है ।

अनुसूची

ललमटिया कोल मार्गिनिंग ब्लाक (चरण -VIII)

जिला-गोड़ा (झारखण्ड)

[रेखांक सं. ईसीएल/आरजेएमएल/एमओयूजेडए/एनओटीआई/57, तारीख 7 अक्टूबर, 2010]

क्रम सं.	मौजा/ग्राम का नाम	थाना का नाम	ग्राम संख्या	जिला का नाम	हेक्टर में क्षेत्र (लगभग)	एकड़ में क्षेत्र (लगभग)	टिप्पणियाँ
1.	लोहणिया	ललमटिया	45	गोड़ा	85.17	210.46	भाग
2.	लोहणिया बाजार	ललमटिया	46	गोड़ा	7.50	18.53	पूर्ण

कुल क्षेत्र

92.67

228.99

अधिग्रहीत किए गए प्लॉट संख्या :-

1. मौजा लोहण्डया संख्या 45 :

1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 23/837, 24, 25, 26, 27, 27/838, 28, 29, 30, 31, 32, 33, 34, 34/839, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 181/844, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 246, 247, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 275/840, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 340, 341, 345, 346, 347, 348, 411, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 462, 463, 464, 465, 466, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 666, 667 भाग, 668 भाग, 669 भाग, 670, 671, 672, 673, 674, 675, 576, 677, 678, 679, 680, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 752, 753 भाग, 799 भाग ।

2. मौजा लोहण्डया बाजार संख्या 46 :

1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 17/244, 17/245, 141/246, 18/247, 72/248, 118/249, 69/250, 69/251, 149/252, 150/253, 151/254 ।

सीमा वर्णन के क्षेत्र का व्यौरा :

सीमा विवरण (ए 1 से ए 7) :

ए 1-ए 2 यह रेखा मौजा लोहण्डया सं. 45, डकैता मौजा सं. 44 एवं लोहण्डया मौजा सं. 45 के प्लॉट सं. 235 एवं 236 के सांझा विन्‌दु ए 1 से शुरू होकर पूर्वी अधिसूचित रेखा भारत सरकार के राजपत्र में अधिसूचित सं. का.आ. 784 दिनांक 8-3-1995 रेखा बगदर गुजरते हैं अर्थात् लोहण्डया मौजा सं. 45 के प्लॉट सं. 236 के उत्तरी सीमा तथा प्लॉट सं. 234, 232 के पश्चिमी एवं उत्तरी सीमा तथा 245, 333 के उत्तरी सीमा तथा प्लॉट सं. 248 के पश्चिमी एवं उत्तरी सीमा तथा प्लॉट सं. 321, 332, 330, 329, 328, 327, 339 के पश्चिमी सीमा एवं प्लॉट सं. 342 के उत्तरी सीमा तथा प्लॉट सं. 344, 352, 351, 350, 349 और 392 के पूर्वी सीमा होकर लोहण्डया सं. 45 के प्लॉट सं. 348, 392 एवं 397 (सङ्क) के संगम बिन्दु ए 2 पर मिलता है जो कि पूर्व में दो अधिसूचित रेखाएँ भारत सरकार के राजपत्र में अधिसूचित सं. का.आ. 784 दिनांक 8-3-1995 एवं का.आ. 1285 दिनांक 30-5-2001 के संगम बिन्दु हैं ।

- ए२-ए३ यह रेखा पूर्व वर्णित बिन्दु ए२ से शुरू होकर अधिसूचित रेखा भारत सरकार के राजपत्र में अधिसूचित संख्या का.आ. 1285 तारीख 30-५-२००१ के बराबर गुजरते हैं, अर्थात् यह रेखा मौजा लोहण्डया सं. 45 के प्लॉट सं. 415, 413 के उत्तरी सीमा तथा प्लॉट सं. 412 के पश्चिमी एवं उत्तरी सीमा तथा प्लॉट सं. 410, 409 के उत्तरी सीमा तथा प्लॉट सं. 408 के पश्चिमी सीमा एवं उत्तरी सीमा तथा प्लॉट सं. 407, 443, 460, 461, 467, 468, 454 के उत्तरी सीमा तथा प्लॉट सं. 800 के पश्चिमी एवं उत्तरी सीमा तथा प्लॉट सं. 801, 811 के उत्तरी सीमा होकर प्लॉट सं. 788 (सड़क) को पार करते हुए प्लॉट सं. 655 के उत्तरी सीमा बराबर जाता है एवं प्लॉट सं. 669, 668, 667 को अतिक्रम करता है। पुनः यह रेखा प्लॉट सं. 665, 663 के उत्तरी सीमा तथा प्लॉट सं. 681, 682, 683 के पश्चिमी सीमा बराबर गुजरते हुए मौजा लोहण्डया सं. 45 के प्लॉट सं. 684, 685, 686 एवं 687 के सांझा बिन्दु पर स्थित ए३ पर मिलती है।
- ए३-ए४ यह रेखा वर्णित बिन्दु ए३ से शुरू होकर पूर्व अधिसूचित रेखा भारत सरकार के राजपत्र में अधिसूचित संख्या का.आ. 1285 तारीख 30-५-२००१ के बराबर जाता है अर्थात् मौजा लोहण्डया सं. 45 के प्लॉट सं. 684 के उत्तरी सीमा तथा प्लॉट सं. 758 के पश्चिमी एवं उत्तरी सीमा तथा प्लॉट सं. 754, 755 के उत्तरी सीमा तथा प्लॉट सं. 751 (भाग) के पश्चिमी सीमा बराबर जाकर प्लॉट सं. 751 को अतिक्रम करते हुए लोहण्डया मौजा सं. 45 के प्लॉट सं. 747, 746 के उत्तरी सीमा तथा प्लॉट सं. 732 के उत्तरी एवं पश्चिमी सीमा तथा प्लॉट सं. 733 (भाग) के पश्चिमी सीमा एवं 715 के पश्चिमी सीमा एवं उत्तरी सीमा बराबर गुजरते हुए, लोहण्डया मौजा सं. 45 एवं बसडीहा मौजा सं. 47 के सांझा सीमा बराबर जाता है यानि की पूर्व अधिसूचित रेखा भारत सरकार के राजपत्र में अधिसूचित संख्या का.आ. 1285 तारीख 30-५-२००१ के बराबर जाकर मौजा लोहण्डया सं. 45 एवं बसडीहा मौजा सं. 47 के सांझा सीमा पर बिन्दु ए४ पर मिलती है।
- ए४-ए५ यह रेखा लोहण्डया मौजा सं. 45 एवं बसडीहा मौजा सं. 47 के सांझा सीमा पर बिन्दु ए४ से शुरू होकर लोहण्डया मौजा सं. 45 एवं बसडीहा मौजा सं. 47 के सांझा सीमा से गुजरते हुए, लोहण्डया मौजा सं. 45, बसडीहा मौजा सं. 47 एवं हररखा मौजा सं. 50 के त्रिसंधि स्तंभ पर स्थित बिन्दु ए५ पर मिलती है।
- ए५-ए६ यह रेखा लोहण्डया मौजा सं. 45, बसडीहा मौजा सं. 47 एवं हररखा मौजा सं. 50 के त्रिसंधि स्तंभ पर स्थित बिन्दु ए५ से शुरू होकर मौजा लोहण्डया सं. 45 एवं हररखा मौजा सं. 50 के सांझा सीमा से गुजरते हुए लोहण्डया मौजा सं. 45, हररखा मौजा सं. 50 एवं रानीडीह मौजा सं. 53 के त्रिसंधि स्तंभ पर स्थित बिन्दु ए६ पर मिलती है।
- ए६-ए७ यह रेखा लोहण्डया मौजा सं. 45, हररखा मौजा सं. 50 एवं रानीडीह मौजा सं. 53 के त्रिसंधि स्तंभ पर बिन्दु ए६ से शुरू होकर लोहण्डया मौजा सं. 45 एवं एवं रानीडीह मौजा सं. 53 के सांझा सीमा से गुजरते हुए लोहण्डया मौजा सं. 45, रानीडीह मौजा सं. 53 एवं डकैता मौजा सं. 44 के त्रिसंधि स्तंभ पर स्थित बिन्दु ए७ पर मिलती है।
- ए७-ए१ यह रेखा मौजा लोहण्डया सं. 45, रानीडीह मौजा सं. 53 एवं डकैता मौजा सं. 44 के त्रिसंधि स्तंभ पर स्थित बिन्दु ए७ से शुरू होकर लोहण्डया मौजा सं. 45 एवं डकैता मौजा सं. 44 के सांझा सीमा से गुजरते हुए लोहण्डया मौजा सं. 45 के प्लॉट सं. 218 (सड़क) को पार करता है एवं पुनः प्लॉट सं. 223, 224 के उत्तरी सीमा से गुजरते हुए लोहण्डया मौजा सं. 45 एवं डकैता मौजा सं. 44 के सांझा सीमा बराबर जाता है एवं अंतिम में मौजा लोहण्डया सं. 45 एवं डकैता सं. 44 एवं लोहण्डया मौजा के प्लॉट सं. 235 एवं 236 के संगम बिन्दु पर स्थित बिन्दु ए१ पर मिलता है, जो की पूर्वी अधिसूचित रेखा भारत सरकार के राजपत्र में अधिसूचित सं. का.आ. 784 तारीख 8-३-१९९५ पर भी स्थित है।

नोट - मौजा लोहण्डया बाजार संख्या 46 पूर्णरूपेण मौजा लोहण्डया संख्या 45 के अन्तर्गत है।

[फा. सं. 43015/3/2010-पी आर आई डब्ल्यू-I]
एस. सी. भाटिया, निदेशक

MINISTRY OF COAL

New Delhi, the 30th March, 2011

S.O. 889.— Whereas, by the notification of the Government of India in the Ministry of Coal number S.O. 1812 dated the 14th July, 2010 issued under sub-section (1) of Section 4 of the Coal Bearing Areas (Acquisition and Development)

Act, 1957 (20 of 1957) (hereinafter referred to as the said Act), and published in the Gazette of India, Part-II, Section-3, Sub-section (ii) dated the 24th July, 2010, the Central Government gave notice of its intention to prospect for coal in 92.67 hectares (approximately) or 228.99 acres (approximately) of the lands in the locality specified in the Schedule annexed to that notification;

And whereas, the Central Government is satisfied that Coal is obtainable in a part of the said lands prescribed in the Schedule appended to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 7 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 the Central Government hereby gives notice of its intention to acquire the land measuring 92.67 hectares (approximately) or 228.99 acres (approximately) and all rights in or over the said lands described in the schedule appended hereto.

Note 1. The plan bearing number ECL/RJML/MOUZA/NOTI/57, dated the 7th October, 2010 of the area covered by this notification may be inspected in the office of the Deputy Commissioner, District- Godda (Jharkhand), or in the office of the Coal Controller, 1, Council House Street, Kolkata - 700 001 or in the office of the Director Technical (Operation), Eastern Coalfields Limited, Sanctoria, Post Office-Dishergarh, District- Burdwan (West Bengal), Pin Code - 713 333.

Note 2. Attention is hereby invited to the provisions of section 8 of the said Act which provided as follows:—

Objection to acquisition :

“8 (1) Any persons interested in any land in respect of which a notification under section 7 has been issued, may, within thirty days of the issue of the notification, object to the acquisition of the whole or any part of the land or any rights in or over such lands.

Explanation :-

1. It shall not be an objection within the meaning of this section for any person to say that he himself desires to undertake mining operation in the land for the production of coal and that such operations should not be undertaken by the Central Government or by any other person.
2. Every objection under sub-section (1) shall be made to the competent authority in writing, and the competent authority shall give the objector an opportunity of being heard either in person or by a legal practitioner and shall, after hearing all such objections and after making such further inquiry, if any, as he thinks necessary, either make a report in respect of the land which has been notified under sub-section (1) of Section 7 or of rights in or over such land, or make different reports in respect of different parcels or such lands or of rights in or over such land, to the Central Government, containing his recommendations on the objections, together with the record of the proceedings held by him, the decision of that Government.
3. For the purposes of this section, a person shall be deemed to be interested in land who would be entitled to claim an interest in compensation if the land or any rights in or over such land were acquired under this Act.”

Note 3. The Coal Controller, 1, Council House Street, Kolkata-700001 has been appointed by the Central Government as the competent authority under section 3 of the said Act, vide notification number S.O. 2520 dated 11th June, 1983.

SCHEDULE

**Lalmatia Coal Mining Block (phase VIII)
District - Godda (Jharkhand)**

(Plan bearing number: ECL/RJML/MOUZA/NOTI/57, dated the 7th October, 2010)

Sl. No.	Name of Mouza/ Village	Name of Thana	Village Number	Name of District	Area in hectares (approximately)	Area in acres (approximately)	Remarks
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
I.	Lohandia	Lalmatia	45	Godda	85.17	210.46	Part

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
2.	Lohandia Bazar	Lalmatia	46	Godda	7.50	18.53	Full
Total area:				92.67		228.99	

Plot numbers to be acquired in :—

1. Mouza Lohandia number 45 :

1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 23/837, 24, 25, 26, 27, 27/838, 28, 29, 30, 31, 32, 33, 34, 34/839, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 181/844, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 233, 235, 246, 247, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 275/840, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 340, 341, 345, 346, 347, 348, 411, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 462, 463, 464, 465, 466, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 666, 667 Part, 668 Part, 669 Part, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 752, 753 Part, 799 Part.

2. Mouza Lohandia Bazar number 46 :

1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 17/244, 17/245, 141/246, 18/247, 72/248, 118/249, 69/250, 69/251, 149/252, 150/253, 151/254.

Boundary Description of the area:

Boundary Description (A1 to A 7) :

A1-A2 The line starts from the Point A1 situated at the common point on the common boundary of Mouza Dakaita number 44 and Mouza Lohandia number 45 and Plot numbers 235 and 236 of Mouza Lohandia number 45 and runs along the earlier notification line notified vide S.O. 784 dated 08-03-1995 in the Gazette of Govt. of India i.e. along Northern boundary of Plot number, 236 and Western and Northern boundaries of Plot numbers 234, 232 and Northern boundary of Plot numbers, 245, 333 and Western and Northern boundaries of Plot number

248 and Western boundary of Plot numbers 321, 332, 330, 329, 328, 327, 339 and Northern boundary of Plot number 342 and Eastern boundary of Plot numbers 344, 352, 351, 350, 349 and 392 of Mouza Lohandia number 45 and meets on the Point A2 situated at the junction of Plot numbers 348, 392 and 397 (Road) of the Mouza Lohandia number 45, which is also the common point of the earlier two notification line notified vide S.O. 784 dated the 08-03-1995 and S.O. 1285 dated the 30-05-2001 in the Gazette of Government of India.

- A2-A3 The line starts from the point A2 described above and runs along the earlier notification line notified vide S.O. 1285 dated the 30-05-2001 in the Gazette of Govt. of India i.e. along Northern boundary of Plot numbers 415, 413 Western & Northern boundaries of Plot number 412 and Northern boundary of Plot numbers 410, 409, Western & Northern boundaries of Plot number 408, Northern boundary of Plot numbers 407, 443, 460, 461, 467, 468, 454 and Western and Northern boundaries of Plot number 800, Northern boundary of Plot numbers 801, 811 and crosses over Plot number 788 (Road) and again runs along the Northern boundary of Plot number 655 and crosses over Plot numbers 669, 668, 667 and runs along Northern boundary of Plot numbers 665, 663 and Western boundaries of Plot numbers 681, 682, 683 of Mouza Lohandia number 45 and meets on the Point A3 situated at the junction of Plot numbers 684, 685, 686 and 687 of Mouza Lohandia number 45.
- A3-A4 The line starts from the point A3 described above and runs along the earlier Notification line, notified vide S.O. 1285 dated the 30-05-2001 in the Gazette of Govt. of India i.e. along northern boundaries of the Plot number 684, Western and Northern boundaries of Plot number 758, Northern boundaries 754, 755 and Western boundary of 751 (Part) of Mouza - Lohandia number 45 and crosses over the Plot number 751 and runs along the Northern boundary of Plot numbers 747, 746 and again runs along the Western and Northern boundaries of Plot number 732, Western boundary of Plot number 733 (Part), Western and Northern boundaries of Plot number 715 of Mouza Lohandia number 45 and again runs along the Common boundary of Mouza Lohandia number 45 and Mouza Bansdiha number 47 as well as earlier Notification line vide notification number S.O. 1285 dated the 30-05-2001 and the line meets on the point A4 situated on the common boundary of Mouza Lohandia number 45 and Bansdiha number 47.
- A4-A5 The line starts from the Point A4 situated on the Common boundary of the Mouza Lohandia number 45 and Mouza Bansdiha number 47 and runs along the Common boundary of the Mouza Lohandia number 45 and Mouza Bansdiha number 47 and meets on the Point A5 situated on the tri-junction pillar of the Mouza Lohandia number 45 Bansdiha number 47 and Harrakha number 50.
- A5-A6 The line starts from the point A5 situated at the tri-junction pillar of the Mouza - Lohandia number 45. Bansdiha number 47 and Harrakha number 50 and runs along the Common boundary of the Mouza -Lohandia number 45 and Harrakha number 50 and meets on the Point A6 situated on the tri-junction pillar of the Mouza Lohandia number 45, Harrakha number 50 and Ranidih number 53.
- A6 - A7 The line starts from the Point A6 situated on the tri-junction Pillar of the Mouza Lohandia number 45, Harrakha number 50 and Ranidih number 53 and runs along the common boundary of Mouza Lohandia number 45 and Ranidih number 53 and meets on the point A7 situated on the tri-junction pillar of the Mouza Lohandia number 45, Ranidih number 53 and Dakaita number 44.
- A 7 - A1 The line starts from the Point A7 situated on the tri-junction pillar of the Mouza - Lohandia number 45, Ranidih number 53 and Dakaita number 44 and runs along the common boundary of the Mouza Lohandia number 45 and Dakaita number 44 and crosses over the Plot number 218 (Road) of Mouza Lohandia number 45 and runs along the northern boundaries of the Plot numbers 223, 224 and again runs along the common boundary of the Mouza Lohandia number 45 and Dakaita number 44 and eventually meets on Point A1 situated and the common point on common boundary of Mouza Lohandia number 45 , Dakaita number 44 and Plot numbers 235 and 236 of Mouza Lohandia number 45 and the Point is also situated on the earlier notification line vide notification number 784 dated the 08-03-1995 in the Gazette of India.

NOTE :- Mouza Lohandia Bazaar number 46 is fully within the Mouza Lohandia number 45.

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 1 अप्रैल, 2011

का. आ. ४९० भारत सरकार को लोकहित में यह आवश्यक पतीत होता है कि तमिलनाडु में निम्नन्मा के पास विजयवाड़ा-नैल्लोर-चैन्नई पाइपलाइन के टर्मिनल प्लाइट से देश के विभिन्न हिस्सों में उपभोक्ता ओं नक प्राकृतिक गैस के पर्यावरण के लिए मैसर्स ग्लोबलिस्टिक्स इन्फ्रास्ट्रक्चर लिमिटेड द्वारा चैन्नई-मंगलोर-मंगलोर पाइपलाइन विण्ठाई जानी चाहिए;

और, भारत सरकार को उक्त पाइपलाइन विणाने के प्रयोजन के लिए यह आवश्यक पतीत होता है कि उस भूमि में, जिसके भीतर उक्त पाइपलाइन विण्ठाई जाने का प्रस्ताव है और जो इस अधिमूद्दन से उपावद्ध अनुमूदी में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए;

अतः, अब, भारत सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करनी है;

कोई व्यक्ति, जो उक्त अनुमूदी में वर्णित भूमि में हितवद्ध है, उस तरीख से जिसको उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन जानी की गई अधिमूद्दन की पतियां साधारण जनता को उपलब्ध कराई जाती हैं, इकाई दिन के भीतर भूमि के नीचे पाइपलाइन विण्ठाई जाने के लिए उपयोग के अधिकार के अर्जन के संबंध में श्री कं.मल्लीनाथ, मक्षम पार्थिकारी, ग्लोबलिस्टिक्स इन्फ्रास्ट्रक्चर लिमिटेड, नं 14/1/79, क्यांडल गारडन, टेड मेंटर के पीछे, वंटग हार्टल गेट, मंगलोर - 575003, कर्नाटक राज्य को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तालुक : मुंडिगें		जिला : चिकमगलेर		गज्ज : कर्नाटक		
गाँव का नाम	सर्वे सं./ सब डिविजन सं.	आर-ओ-यू-अर्जित करने के लिए क्षेत्रफल		हेक्टेयर	एयर	सि एयर
1	2	3	4	5		
1) हिरेशिगरा	27		00	00	10	
	28		00	76	00	
	29		00	08	22	
	32		00	30	06	
	34/2		00	17	94	
	34/1		00	16	08	
	35		00	18	74	
	15/2		00	17	88	
	14		00	12	60	
	13		00	11	28	
	12		00	22	22	
	4		00	52	33	
	2		00	13	73	
	7		00	49	27	
	8		00	45	33	

1	2	3	4	5
2) होरहल्ली	146 149 148 151 150 152/2 152/1 153 154	00 00 00 00 00 00 00 00 00	55 24 08 23 00 24 19 63 20	81 50 92 70 13 20 96 07 71
3) गोणिबीडु अग्रहारा	सर्वे नं 663 और गाँव सीमा के बीच में हेमावति नदी 663 673 672 671 666 667 665 657 656 655 643 644 651 645 689	00 00 00 00 00 00 00 00 00 00 00 00 00 00 00 00	11 23 09 23 19 04 17 19 34 19 04 07 03 28 02 99	19 10 82 87 18 92 48 46 75 17 25 02 43 73 17 63
4) हेगरावल्ली	47 46 49 45 44/3 44/1 39 40/2 40/1 42 41 31 28 27 26/2 26/3 25 24 23 69	00 01 00 00 00 00 00 00 00 00 00 00 00 00 00 00 00 00 00	66 20 39 37 07 32 06 09 32 43 11 11 05 25 02 08 18 26 13 03	19 45 34 95 80 62 61 81 36 83 49 60 46 02 60 37 58 38 74 51

1	2	3	4	5
4) हुगरा लेट्स (निरंतर)	13/1 12 14/1 सर्वे नं 14 और गावँ सीमा के बीच में नाला	00 00 00 00	00 24 04 08	18 91 75 53
5) उदाशी	सर्वे नं 253 और गावँ सीमा के बीच में हेमावति नदी 253/1 253/3 253/2 255 261/2 254 265/2 265/4 262 265/3 268 24 23 25 22/2 26 30	00 00 00 00 00 00 00 00 00 00 00 00 00 00 00 00 00	07 08 02 14 03 07 19 10 41 00 03 40 02 58 22	15 49 60 75 49 98 12 45 77 10 79 43 57 54 98 39 27 24
6) किरागुन्दा	31 30 29 22 23 17 18 16 15 14 13 12 11 5 6 7 सर्वे नं 7 और 162 के बीच में गोड़ 162 160	00 00 00 00 00 00 00 00 00 00 00 00 00 00 00 00 00 00 00	54 65 60 28 00 19 04 08 05 15 10 19 07 09 07 18 11 23 08 25 16	73 51 14 65 10 76 59 91 88 00 10 14 72 26 34 74 90 54 07
7) बेट्टदामने	37 38/2 39 38/3 40 41/1	00 00 00 00 00 00	13 32 23 00 14 23	78 70 81 10 25 65

1	2	3	4	5
10) इन्टर्वू (निम्नतर)	169/3	00	01	34
	141	00	02	21
	169/1	00	53	50
	169/11	00	00	94
	140	00	13	28
11) कण्ठुस्त्र	178	00	07	22
	174	00	34	39
	175	00	14	86
	144	00	11	16
	142	00	26	27
	141/6	00	04	05
	141/4	00	02	23
	134/3	00	13	00
	133/6	00	03	70
	133/5	00	00	10
	133/1	00	05	31
	133/2	00	04	64
	132/1	00	09	50
	132/2	00	24	25
	131	00	03	19
	130/2	00	15	98
	130/1	00	07	68
	128/10	00	21	80
	128/8	00	17	30
	128/6	00	19	40
	127	00	09	75
	126/10	00	09	46
	126/9	00	00	33
	126/1	00	24	98
	124/8	00	01	10
	124/4	00	30	95
	124/10	00	00	29
	124/9	00	00	86
	124/2	00	05	26
	120/8	00	06	96
	120/3	00	24	76
	120/1	00	01	70
	119	00	16	75
	118	00	16	26
	115/2	00	06	00
	115/3	00	18	27
	115/1वी	00	00	88
	सर्वे नं 115 और 104 के बीच में नाला	00	13	52
	104/1वी	00	01	67
	104/2बी	00	20	32
	104/2ए	00	02	60
	104/4	00	00	11

1	2	3	4	5
11) कण्ठुरु (निरंतर)	104/3	00	18	20
12) हलेकेरे	233	00	52	11
	266	00	01	68
	सर्वे नं 233 और 227 के वीच में रोड़	00	05	71
	227	01	05	14
	236/1	00	36	62
	236/2	00	19	41
	239	00	22	01
	228	00	00	59
	175/1	00	16	86
	175/2	00	05	46
	174 और 173	00	62	47
	171	00	08	79
	170	00	12	39
	167	00	04	41
	166	00	23	27
	178	00	00	10
	164	00	17	49
	160 और 161	00	59	91
	162	00	01	02
	184	00	03	27
	158	00	04	71
	157	00	00	10
	154	00	39	32
	148	00	13	89
	144	00	12	44
	149	00	00	25
	145	00	04	29
	147	00	08	26
	146	00	12	08
	133	00	21	27
	138	00	12	46
	99	01	31	10
	112	00	55	23
	113	00	49	38
	सर्वे नं 113 और 119 के वीच में हेमावति नदी	00	24	09
	119 और 120	00	53	79
	121	00	14	78
	123	00	11	52
	सर्वे नं 123 और गावँ सीमा के वीच में नाला	00	06	59
13) बैदुवल्ली कॉफी एस्टेट	3	00	62	61
14) बैदुवल्ली	36	00	01	34

1	2	3	4	5
14) बैद्वत्ती (निरंतर)	37	00	16	03
	38	00	19	85
	39	00	11	88
	40	00	02	19
	41/2	00	01	45
	41/1	00	06	89
	34	00	06	19
	33/3	00	06	03
	32	00	00	72
	33/2	00	17	11
	33/1	00	04	14
	16/5	00	16	88
	16/4	00	00	36
	16/3	00	05	70
	16/2	00	00	31
	43/5	00	07	77
	43/2	00	18	50
	43/3	00	00	11
	43/1	00	08	35
	44	00	21	65
	10/1	00	01	00
	10/8	00	04	33
	10/2	00	08	40
	10/7	00	00	47
	10/3	00	03	67
	10/5	00	00	79
	10/4	00	03	38
	11	00	09	34
	7/6	00	05	65
	7/2	00	07	66
	7/3	00	00	98
	7/1	00	05	92
	6	00	11	00
	5	00	04	42
	सर्वे नं 5, 65 और 66 के बीच में नाला	00	07	35
	65	00	02	02
	67/2	00	00	70
	67/1	00	00	17
	66	00	25	63
	69/1	00	11	79
	69/3	00	00	14
	69/2	00	05	27

1	2	3	4	5
2) अज्जीबेट्टु (निरंतर)	21 28	00 01	43 30	11 97
3) चेन्नईतोडि	55/3 29 सर्वे नं 55/3 में ग्रस्ता 30 96 94	01 00 00 00	58 43 06 66 90 19	98 61 36 82 75 48
4) येलियनडुगोडु	34 135 110 121 39 80 123 36 38 139 37	00 00 00 00 00 00 00 00 00 00	38 01 46 56 82 25 07 13 06 01 68	69 25 44 98 25 06 60 05 86 52 23
5) कुकिकपाडि	93 2 96/19 7 8 170 97 81 102 74 46	00 00 03 00 00 00 00 00 00 00	69 09 23 53 53 04 30 21 66 61 22	51 49 07 10 05 47 49 44 56 10 41
6) राधि	153 8 102 88 101 9 103 100 20 91 122 132	00 00 00 00 00 00 00 00 00 00 00	53 30 46 10 02 67 57 21 63 00 28 44	64 23 63 27 12 65 45 98 79 31 01 54

1	2	3	4	5
6) रायि (निरंतर)	110 28 111 29 39 74 159 19 75 76 114 56 86 64 61 60 112 137	00 00 00 00 00 00 00 00 00 00 00 00 00 00 00 00 00 00	43 44 97 97 35 43 01 00 57 27 70 63 06 28 55 71 49 18	91 72 16 35 03 91 79 76 94 11 58 56 16 42 40 08 86 51
7) कर्पे	106 82	00 00	52 02	01 51
8) अरला	86 109 147 182 55 56 50 49 48 45 47 46 35 33 10 11 12 16 15 180	00 00 00 00 00 00 00 00 00 00 00 00 00 01 00 00 00 00 00 00	09 11 24 02 12 21 79 70 38 09 41 14 07 05 74 07 48 25 76 08	41 97 43 24 97 59 60 38 06 13 63 30 45 43 12 42 98 23 37 72
9) बडगबेल्लूर	86 76	01 00	59 10	04 23

1	2	3	4	5
9) बडगबेल्लूर (निरंतर)	85 73 72 70 69 162 163 49 50 42 44 35 216 212 126 149	00 00 00 00 00 00 00 00 00 02 00 00 00 00 00 00	35 18 60 96 16 47 00 10 00 00 02 02 08 28 01 24 08	30 66 23 26 18 29 63 48 85 85 54 92 76 58 07 90
10) करियंगला	118 22 26 27 25 21 19 17 18 16 9 10 6 5 4 3 2	00 00 00 00 00 00 00 00 00 00 01 00 00 00 00 00 00 00	20 15 70 17 65 19 56 31 22 13 17 63 85 30 53 51 51	58 72 63 79 96 32 11 90 93 76 75 69 56 62 10 71 38

नालुक ३ मंगलोर	जिला ३ दक्षिण कन्नड़	ग्रन्थ ३ कर्नाटक		
1) तेन्कउलिपाडि	40 39 37 18 16 12 13 14 11	00 00 01 01 00 00 02 00 00	68 20 53 20 19 49 00 04 24	37 96 32 49 89 37 40 48 67

1	2	3	4	5
2) અડ્ડોરુ	3 4 6 88 86 13	00 01 00 00 00 01	47 23 81 30 17 21	64 12 53 58 48 58
3) મૂલુર	69 68 70 71 81 76 77 78 53 55 48એ 56 46એ 57 45એ 59 58એ 42 40એ 139 40ચી 28 21	00 00	61 00 22 48 03 69 27 00 52 35 05 19 11 54 00 03 25 03 25 06 74 64 11	04 10 95 13 17 46 36 10 54 92 02 20 20 31 40 29 67 70 06 45 24 70 91
4) કંદાવરા	64 70 69 73 68 74 75 76 78	00 00 00 00 00 00 00 00 00	40 19 26 12 40 01 42 21 29	56 75 75 26 44 63 48 64 15
5) અયાપાડિ	84 78 63 62	00 00 00 00	43 32 17 93	52 30 99 11

1	2	3	4	5
5) अद्यापादि (निरंतर)	60 59 52 54 48 49 46 45 32 33 34 28 29 21 18 20 11 12 13 15 14	00 00 00 00 00 00 00 00 01 00 00 00 00 00 00 00 00 00 00 00 00	17 10 16 52 54 05 35 11 06 24 12 42 10 61 49 26 55 31 55 00 42	61 43 53 14 11 18 66 86 39 28 01 01 08 90 54 83 55 30 72 84 56 30
6) मलउर	16 15 14 8 10 9 6 5 4 127 84	00 00 00 01 00 00 00 00 00 00 00	84 03 31 83 00 04 00 79 08 77 16	06 63 98 28 39 48 51 03 50 38 90
7) केंजार	135 136 137 138 145 144 143 142 50 52	00 00 00 00 00 00 00 00 00 01	04 46 66 41 46 51 09 46 39 00	17 10 75 54 23 45 55 40 93 99

1	2	3	4	5
7) केंजार (निरंतर)	53 56 23 76 77 78 79 81 82 83 102 104	00 00 00 00 00 00 00 00 00 00 00 00	34 28 30 22 28 39 27 22 25 55 82 51	24 98 70 42 15 85 06 04 15 16 87 74
8) तोकूरु	68 139	00 00	45 36	47 88
तालुक ४ वेलगडि	जिला ३ दक्षिण कन्नड़	गज्य ३ कर्नाटक		
1) नेरिया	सर्वे नं 145 में नाला 145 22/133 19/125 19 4 सर्वे नं 4 और 5 के बीच में नाला 201 2 20 1 11	00 28 00 01 01 01 00 00 01 02 00 02	14 65 75 00 03 62 25 18 69 07 34 40	32 01 15 26 18 07 80 30 29 34 60 14
2) तोटल्लाडि	158 157 170	00 00 00	23 51 66	14 22 51
3) चिबिद्रे	7 86	01 03	26 45	78 00
4) कर्लमंजा	93 83 72 78 82 81 219 23 121 100 99	00 00 00 00 00 00 00 00 00 00 00	36 88 07 19 79 40 40 30 03 76 43	98 14 29 68 16 62 58 53 96 72 05

1	2	3	4	5
4) कलंजा (निरंतर)	101 105 103 108 109	00 01 00 00 00	03 09 82 94 52	81 26 97 70 08
5) धर्मस्थला	57 56 55 58 59 60	00 00 00 00 00 00	73 62 14 39 01 26	77 57 13 82 13 47
6) उजिरे	262 261 259 258 454 265 548 547 545 544 276 278 373 372 362 393 394 396 398 399	00 00 00 01 00 00 00 00 00 00 00 00 01 01 00 00 00 00 00	06 89 32 67 26 02 38 45 12 24 26 68 24 15 47 30 15 50 50 75	14 17 04 55 37 53 42 83 36 18 38 18 52 23 60 75 32 97 96 23
7) कोम्पुरु	33 34 227 28 29 24 20 22 21 19 9	00 00 00 00 02 00 01 00 00 00 00	92 03 00 88 64 00 31 02 67 00 36	04 53 36 56 23 64 33 30 18 10 27

1	2	3	4	5
7) कोम्पुरु (निरंतर)	7 10 11 60	01 00 00 01	49 54 08 21	29 92 27 78
8) बेल्टांगडी	9 43 152 127 224 248 134 220 10 11 198 230 120 114 221 227 14 103	02 00 00 00 00 00 00 01 00 00 00 00 00 00 00 00 00 00	11 04 17 32 60 25 34 08 19 01 20 09 24 11 06 64 20 00	37 72 80 42 88 33 78 31 73 44 48 55 07 21 34 21 54 10
9) वोडिलनाल	85 107 111 191 135 80 39 199 109 146 161 121 58 60 59 61 45 44 137 213	00 00 01 00 00 00 00 00 01 00 00 00 00 00 00 00 00 00 00 00 00	40 10 56 41 58 01 11 45 68 63 23 43 04 75 01 19 03 54 76 35	16 40 25 03 60 32 83 35 83 56 73 02 06 47 18 65 15 53 65 01

1	2	3	4	5
9) वोडिलनाल (निरंतर)	110 119	00 00	31 38	72 23
10) कुवेट्टु	103 136 सर्वे नं 136 और 139 के बीच में रोड़ 139 137 138 200 199 196 153 198 66	00 00 00 00 00 00 00 00 00 00 00	26 28 13 49 00 00 00 05 22 21 66 15 29	07 66 09 26 10 10 41 59 52 03 50 26
11) पद्मनाभि	199 209 207 208 211 206 195 194 196 197 222 177 166 161 165 160	00 00 00 00 00 00 00 00 00 00 00 00 00 00 00 00	09 13 99 00 00 13 99 24 48 09 43 26 48 52 11 80	89 06 61 10 15 10 62 43 60 83 49 34 58 22 52 83
12) सोणन्दूर	13 14 15 17 28 76 7 63 6	00 00 00 00 00 00 00 00 00	67 14 34 94 15 66 10 66 03	54 84 34 72 93 29 20 61 03
13) गडाडि	147 145 146	00 00 01	03 90 01	60 39 54

1	2	3	4	5
13) गड्डी (निरंतर)	194 197 198 208 205	00 00 00 00 00	61 23 31 37 29	49 55 71 62 42
14) कुकड़ि	48 31 88 23 24 78 77 26 95 130	02 01 00 00 00 00 00 00 00 00	09 16 88 04 10 19 25 28 01 88	42 28 22 97 47 64 19 33 29 33
15) बजरे	83 66 44 39 42 84 94 151 152 143 120 48	00 00 00 03 00 00 00 00 00 00 00 00	40 07 13 41 46 55 54 32 01 73 34 10	71 81 71 79 38 07 12 74 38 15 30 55

[फा सं. एल.-14014/1/2011-जी.पी.।
के. के. शर्मा, अवर सचिव]

New Delhi, the 1st April, 2011

S.O. 890 Whereas it appears to Government of India that it is necessary in public interest that for transportation of natural gas from terminal point of Vijayawada-Nellore-Chennai pipeline near Tiruttani in TamilNadu to consumers in various parts of the country, Chennai - Bangalore - Mangalore pipeline should be laid by M/s Relogistics Infrastructure Limited;

And, whereas, it appears to Government of India that for the purpose of laying such pipeline, it is necessary to acquire the Right of User in land under which the said pipeline is proposed to be laid and which are described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), Government of India hereby declares its intention to acquire the Right of User therein;

Any person interested in the land described in the said Schedule may, within twenty-one days from the date on which the copies of the notification as published in the Gazette of India under sub-section (1) of Section 3 of the said Act, are made available to the general public, object in writing to the acquisition of the Right of User therein for laying the pipeline under the land to K.Mallinath, Competent Authority, Relogistics Infrastructure Limited, No. 14/1/79, CANDLE GARDEN, BUNTS HOSTEL ROAD, MANGALORE -575003, Karnataka State.

Schedule

Taluk: Mudigere		District: Chikmagalore		State: Karnataka		
Village		Survey No./Sub-Division No.		Area to be acquired for RoU		
		Hec	Are	C-Are		
1		2	3	4	5	
1) Hireshigara		27	00	00	10	
		28	00	76	00	
		29	00	08	22	
		32	00	30	06	
		34/2	00	17	94	
		34/1	00	16	08	
		35	00	18	74	
		15/2	00	17	88	
		14	00	12	60	
		13	00	11	28	
		12	00	22	22	
		4	00	52	33	
		2	00	13	73	
		7	00	49	27	
		8	00	45	33	
2) Hosahalli		146	00	55	81	
		149	00	24	50	
		148	00	08	92	
		151	00	23	70	
		150	00	00	13	
		152/2	00	24	20	
		152/1	00	19	96	
		153	00	63	07	
		154	00	20	71	
3) Gonibeedu Agrahara		Hemavati River between Sy.No. 663 & V.B	00	11	19	
		663	00	23	10	
		673	00	09	82	
		672	00	23	87	
		671	00	19	18	
		666	00	04	92	
		667	00	17	48	
		665	00	19	46	
		657	00	-	75	
		656	00	19	17	
		655	00	04	25	
		643	00	07	02	
		644	00	03	43	

1	2	3	4	5
3) Gonibeedu Agrahara (Contd)	651	00	28	73
	645	00	02	17
	689	00	99	63
4) Heggaravalli	47	00	66	19
	46	01	20	45
	49	00	39	34
	45	00	37	95
	44/3	00	07	80
	44/1	00	32	62
	39	00	06	61
	40/2	00	09	81
	40/1	00	32	36
	42	00	43	83
	41	00	11	49
	31	00	11	60
	28	00	05	46
	27	00	25	02
	26/2	00	02	60
	26/3	00	08	37
	25	00	18	58
	24	00	26	38
	23	00	13	74
	69	00	03	51
	13/1	00	00	18
	12	00	24	91
	14/1	00	04	75
	Nala between Sy.No 14 & V.B	00	08	53
5) Udashi	Hemavati River between Sy.No.253 & V.B	00	07	15
	253/1	00	08	49
	253/3	00	02	60
	253/2	00	14	75
	255	00	03	49
	261/2	00	07	98
	254	00	19	12
	265/2	00	10	45
	265/4	00	41	77
	262	00	00	10
	265/3	00	03	79
	268	00	40	43
	24	00	02	57
	23	00	04	54
	25	00	46	98

1	2	3	4	5
5) Udashi (Contd)	22/2 26 30	00 00 00	02 58 22	39 27 24
6) Kiragunda	31 30 29 22 23 17 18 16 15 14 13 12 11 5 6 7 Road Between Sy.No. 7 & 162 162 160	00 00 00 00 00 00 00 00 00 00 00 00 00 00 00 00 00	54 65 60 28 00 19 04 08 05 15 10 09 07 18 11 23 08	73 51 14 65 10 76 59 91 88 00 10 14 72 26 34 74 90 54 07
7) Bettadamane	37 38/2 39 38/3 40 41/1 41/2 43 66 67 68 69/3 69/2 69/1 71/3 72/3 72/2 71/1 72/1 71/2	00 00 00 00 00 00 00 00 00 00 00 00 00 00 00 00 00 00 00	13 32 23 00 14 23 16 34 31 15 04 23 16 00 21 05 08 00 10 27	78 70 81 10 25 65 41 03 80 82 13 92 98 46 28 92 37 42 19 25

	1	2	3	4	5
7) Risetaduome (Contd)	78		00	00	10
	78		00	20	80
	79.5		00	09	62
	79.4		00	07	18
	79.1		00	01	12
	83		00	25	23
	82		00	28	16
	87		00	08	83
8) Uggdhath	69		00	48	64
	51		00	76	72
	49		00	38	51
	48		00	92	21
	26		00	86	44
	46		00	19	98
	27		00	11	63
	28		00	13	48
	29		00	42	46
	Nala between Sy.No 28 & 206		00	03	68
	206		00	71	34
	207		00	03	76
	208		00	01	86
	210		00	48	67
	Nala between Sy.No 210 & 167		00	04	99
	167		00	24	73
	169		00	28	71
	166		00	08	11
	165		00	07	16
	268		00	34	54
	164		00	23	39
	159		00	05	54
9) Angadi	146		00	08	20
	144		00	09	36
	145		00	09	88
	147		00	10	40
	148		00	21	91
	47.1		00	41	19
	46		00	21	03
	204		00	19	95
	45.2		00	28	38
	27		00	31	90
	31		00	00	10
	12		00	40	57

1	2	3	4	5
11) Kanachuru	178	00	07	22
	174	00	34	39
	175	00	14	86
	144	00	11	16
	142	00	26	27
	141/6	00	04	05
	141/4	00	02	23
	134/3	00	13	00
	133/6	00	03	70
	133/5	00	00	10
	133/1	00	05	31
	133/2	00	04	64
	132/1	00	09	50
	132/2	00	24	25
	131	00	03	19
	130/2	00	15	98
	130/1	00	07	68
	128/10	00	21	80
	128/8	00	17	30
	128/6	00	19	40
	127	00	09	75
	126/10	00	09	46
	126/9	00	00	33
	126/1	00	24	98
	124/8	00	01	10
	124/4	00	30	95
	124/10	00	00	29
	124/9	00	00	86
	124/2	00	05	26
	120/8	00	06	96
	120/3	00	24	76
	120/1	00	01	70
	119	00	16	75
	118	00	16	26
	115/2	00	06	00
	115/3	00	18	27
	115/1C	00	00	88
	Nala between Sy.No.115 & 104	00	13	52
	104/1B	00	01	67
	104/2B	00	20	32
	104/2A	00	02	60
	104/4	00	00	11

1	2	3	4	5
11) Kanachuru (Contd)	104/3	00	18	20
12) Halekere	233	00	52	11
	266	00	01	68
	Road between Sy.No. 233 & 227	00	05	71
	227	01	05	14
	236/1	00	36	62
	236/2	00	19	41
	239	00	22	01
	228	00	00	59
	175/1	00	16	86
	175/2	00	05	46
	174 & 173	00	62	47
	171	00	08	79
	170	00	12	39
	167	00	04	41
	166	00	23	27
	178	00	00	10
	164	00	17	49
	160 & 161	00	59	91
	162	00	01	02
	184	00	03	27
	158	00	04	71
	157	00	00	10
	154	00	39	32
	148	00	13	89
	144	00	12	44
	149	00	00	25
	145	00	04	29
	147	00	08	26
	146	00	12	08
	133	00	21	27
	138	00	12	46
	99	01	31	10
	112	00	55	23
	113	00	49	38
	Hemavati River between Sy.No. 113 & 199	00	24	09
	119 & 120	00	53	79
	121	00	14	78
	123	00	11	52
	Nala between Sy.No. 123 & V.B	00	06	59
13) Byduvalli Coffee Estate	3	00	62	61
14) Bydavalli	36	00	01	34

1	2	3	4	5
14) Bydavalli (Contd)	37	00	16	03
	38	00	19	85
	39	00	11	88
	40	00	02	19
	41/2	00	01	48
	41/1	00	06	89
	34	00	06	19
	33/3	00	06	03
	32	00	00	72
	33/2	00	17	11
	33/1	00	04	14
	16/5	00	16	88
	16/4	00	00	36
	16/3	00	05	70
	16/2	00	00	31
	43/5	00	07	77
	43/2	00	18	50
	43/3	00	00	11
	43/1	00	08	35
	44	00	21	65
	10/1	00	01	00
	10/8	00	04	33
	10/2	00	08	40
	10/7	00	00	47
	10/3	00	03	67
	10/5	00	00	79
	10/4	00	03	38
	11	00	09	34
	7/6	00	05	65
	7/2	00	07	66
	7/3	00	00	98
	7/1	00	05	92
	6	00	11	00
	5	00	04	42
	Nala Between Sy.No. 5, 65 & 66	00	07	35
	65	00	02	02
	67 2	00	00	70
	67 1	00	00	17
	66	00	25	63
	69 1	00	11	79
	69 3	00	00	14
	69 2	00	05	27

1	2	3	4	5
14) Bydavalli (Contd)				
69/4	00	01	71	
69/6	00	05	66	
69/5	00	04	16	
69/8	00	02	20	
69/9	00	10	51	
69/7	00	00	15	
69/10	00	01	88	
70	00	21	97	
71	00	39	14	
Nala Between Sy.No. 71 & 153	00	09	87	
153	00	36	88	
154/1	00	29	52	
154/2	00	19	19	
155	00	12	30	
156	00	23	27	
157	00	25	78	
158	00	24	07	
141	00	27	09	
142	02	16	74	
138	00	00	63	
15) Muddarahalli				
34	01	06	88	
25	00	18	18	
26	00	02	62	
21	00	52	15	
20	00	13	37	
19	00	29	02	
Nala between Sy.No. 21 & 16	00	05	83	
18	00	04	68	
17	00	34	60	
16) Guttì				
214	00	34	63	
213	00	21	23	
215	00	29	58	
210/2	00	31	59	
210/1	00	03	95	
209	00	07	87	
Nala in the Sy No. 206	00	02	12	
167	00	55	54	
166/1	00	05	84	
166/2	00	02	78	
166/4	00	00	10	
166/5	00	13	80	
164/2	00	07	74	

	1	2	3	4	5
16) Gutti (Contd)					
	164/1		00	04	41
	163/2		00	10	50
	163/1		00	00	10
	162/2		00	12	40
	162/1		00	00	60
	Nala between Sy.No 162 & 117		00	05	72
	117		00	27	93
	116		00	24	83
	Nala between Sy.No 116 & 115/2		00	05	64
	115/2		00	11	20
	111		00	06	38
	115/3		00	08	21
	112		00	10	91
	114/1		00	06	54
	94		02	01	62
	294		01	55	41
	9		03	64	86
	232		02	25	00
17) Kogile	118		00	19	51
	126		01	99	43
	122		00	01	79

Taluk: Bantwala		District: Dakshin Kannada		State: Karnataka
1) Pilathabettu	82		00	88
	107		01	05
	Cart Track in the Sy. No. 107		00	55
	148		00	44
	147		00	21
				22
2) Ajjibettu	49		01	23
	48		00	16
	50		00	37
	51		00	14
	100		00	92
	52		00	04
	82		00	83
	129		00	43
	46		00	10
	134		00	46
	95		00	01
	144		00	48
	25		00	32
	60		00	32
	22		00	11
	149		00	74
			00	71
			00	83
			00	84

1	2	3	4	5
2) Ajibettu (Contd)	21 28	00 01	43 30	11 97
3) Chennaithodi	55/3 29 Cart Track in the Sy.No. 55/3 30 96 94	01 00 00 00	58 43 06 66 90 19	98 61 36 82 75 48
4) Yeliyanadugodu	34 135 110 121 39 80 123 36 38 139 37	00 00 00 00 00 00 00 00 00 00 00	38 01 46 56 82 25 07 13 06 01 68	69 25 44 98 25 06 60 05 86 52 23
5) Kukkipadi	93 2 96/19 7 8 170 97 81 102 74 46	00 00 03 00 00 00 00 00 00 00 00	69 09 23 53 53 04 30 21 66 61 22	51 49 07 10 05 47 49 44 56 10 41
6) Rayee	153 8 102 88 101 9 103 100 20 91 122 132	00 00 00 00 00 00 00 00 00 00 00 00	53 30 46 10 02 67 57 21 63 00 28 44	64 23 63 27 12 65 45 98 79 31 01 54

	1	2	3	4	5
6) Rayee (Contd.)					
	140		00	43	91
	28		00	44	72
	111		00	97	16
	29		00	97	35
	39		00	35	93
	74		00	43	91
	159		00	01	79
	19		00	00	76
	75		00	57	94
	76		00	27	11
	114		00	70	58
	56		00	63	56
	86		00	06	16
	64		00	28	42
	61		00	55	40
	60		00	71	08
	112		00	49	86
	137		00	18	51
7) Karpe	106		00	52	01
	82		00	02	51
8) Khalis					
	86		00	09	41
	109		00	11	97
	147		00	24	43
	182		00	02	24
	55		00	12	97
	56		00	21	59
	50		00	79	60
	49		00	70	38
	48		00	38	06
	45		00	09	13
	47		00	41	63
	46		00	14	30
	38		01	07	45
	33		00	05	43
	10		00	74	12
	11		00	07	42
	12		00	48	98
	16		00	25	33
	15		00	76	37
	180		00	08	72
9) Badaga Bellur	86		01	59	04
	76		00	10	23

1	2	3	4	5
9) Badaga Bettar (Contd)	85 73 72 70 69 162 163 49 50 42 44 35 216 212 126 149	00 00 00 00 00 00 00 00 00 02 00 00 00 00 00 00	35 18 60 96 16 47 00 10 00 00 02 02 08 28 01 24 08	30 66 23 26 18 29 63 48 85 85 54 92 76 58 07 90
10) Kariyangala	118 22 26 27 25 21 19 17 18 16 9 10 6 5 4 3 2	00 00 00 00 00 00 00 00 00 00 01 00 00 00 00 00 00 00	20 15 70 17 65 19 56 31 22 13 17 63 85 30 53 51 51	58 72 63 79 96 32 11 90 93 76 75 69 56 62 10 71 38

Taluk: Mangalore	District: Dakshin Kannada	State: Karnataka	
1) Fankaulipady	40 39 37 18 16 12 13 14 11	00 00 01 01 00 00 02 00 00	68 20 53 20 19 49 00 04 24
			37 96 32 49 89 37 40 48 67

	1	2	3	4	5
2) Addur					
	3		00	47	64
	4		01	23	12
	6		00	81	53
	88		00	30	58
	86		00	17	44
	13		0	21	58
3) Mulur					
	69		00	61	64
	68		00	00	10
	70		00	22	95
	71		00	48	13
	81		00	03	17
	76		00	69	46
	77		00	27	36
	78		00	00	10
	53		00	52	54
	55		00	35	92
	48A		00	05	02
	56		00	19	20
	46A		00	11	29
	57		00	54	31
	45A		00	00	40
	59		00	03	29
	58A		00	25	67
	42		00	03	70
	40A		00	25	06
	139		00	06	45
	40B		00	74	24
	28		00	64	70
	21		00	11	91
4) Kandavara					
	64		00	40	56
	70		00	19	75
	69		00	26	75
	73		00	12	26
	68		00	40	44
	74		00	01	63
	75		00	42	48
	76		00	21	64
	78		00	29	15
5) Adyapady					
	84		00	43	52
	78		00	32	30
	63		00	17	99
	62		00	93	11

1	2	3	4	5
5) Adyapady (Contd)				
	60	00	17	61
	59	00	10	43
	52	00	16	53
	54	00	52	14
	48	00	54	11
	49	00	05	18
	46	00	35	66
	45	00	11	86
	32	01	06	39
	33	00	24	28
	34	00	12	01
	28	00	42	08
	29	00	10	90
	21	00	61	54
	18	00	49	83
	20	00	26	55
	11	00	55	30
	12	00	31	72
	13	00	55	84
	15	00	00	56
	14	00	42	30
6) Malavoor	16	00	84	06
	15	00	03	63
	14	00	31	98
	8	01	83	28
	10	00	00	39
	9	00	04	48
	6	00	00	51
	5	00	79	03
	4	00	08	50
	127	00	77	38
	84	00	16	90
7) Kenjar	135	00	04	17
	136	00	46	10
	137	00	66	75
	138	00	41	54
	145	00	46	23
	144	00	51	45
	143	00	09	55
	142	00	46	40
	50	00	39	93
	52	01	00	99

1	2	3	4	5
7) Kenjri (Contd)	53	00	34	24
	56	00	28	98
	23	00	30	70
	76	00	22	42
	77	00	28	15
	78	00	39	85
	79	00	27	06
	81	00	22	04
	82	00	25	15
	83	00	55	16
	102	00	82	87
	104	00	51	74
8) Tokuru	68	00	45	47
	139	00	36	88

Taluk: Beltangadi	District: Dakshin Kannada	State: Karnataka		
1) Neriya	Nala in the Sy.No. 145	00	14	32
	145	28	65	01
	22/133	00	75	15
	19/125	01	00	26
	19	01	03	18
	4	01	62	07
	Nala between Sy.No. 4 & 5	00	25	80
	201	00	18	30
	2	01	69	29
	20	02	07	34
	1	00	34	60
	11	02	40	14
2) Thotaththadi	158	00	23	14
	157	00	51	22
	170	00	66	51
3) Chibidre	7	01	26	78
	86	03	45	00
4) Kalmanja	93	00	36	98
	83	00	88	14
	72	00	07	29
	78	00	19	68
	82	00	79	16
	81	00	40	62
	219	00	40	58
	23	00	30	53
	121	00	03	96
	100	00	76	72
	99	00	43	05

1	2	3	4	5
4) Kalmanjari, Mad.	101 105 103 108 109		00 03 01 09 00 82 00 94 00 52	81 26 97 70 08
5) Pharmashala	57 56 55 58 59 60		00 73 00 62 00 14 00 39 00 01 00 26	77 57 13 82 13 47
6) Ujite	262 261 259 258 454 265 548 547 545 544 276 278 373 372 362 393 394 396 398 399		00 06 00 89 00 32 01 67 00 26 00 02 00 38 00 45 00 12 00 24 00 26 00 68 01 24 01 15 00 47 00 30 00 15 00 50 00 50 00 75	14 17 04 55 37 53 42 83 36 18 38 18 52 23 60 75 32 97 96 23
7) Kooyuru	33 34 227 28 29 24 20 22 21 19 9		00 92 00 03 00 00 00 88 02 64 00 00 01 31 00 02 00 67 00 00 00 36	04 53 36 56 23 64 33 30 18 10 27

	1	2	3	4	5
7) Koyyuru (Contd)			01	49	29
	7		00	54	92
	10		00	08	27
	11		01	21	78
8) Beltangadi			02	11	37
	9		00	04	72
	43		00	17	80
	152		00	32	42
	127		00	60	88
	224		00	25	33
	248		00	34	78
	134		01	08	31
	220		00	19	73
	10		00	01	44
	11		00	20	48
	198		00	09	55
	230		00	24	07
	120		00	11	21
	114		00	06	34
	221		00	64	21
	227		00	20	54
	14		00	00	10
	103				
9) Odinal			00	40	16
	85		00	10	40
	107		01	56	25
	111		00	41	03
	191		00	58	60
	135		00	01	32
	80		00	11	83
	39		00	45	35
	199		01	68	83
	109		00	63	56
	146		00	23	73
	161		00	43	02
	121		00	04	06
	58		00	75	47
	60		00	01	18
	59		00	19	65
	61		00	03	15
	45		00	54	53
	44		00	76	65
	137		00	35	01
	213				

	60	70	80
	60	70	80
102	00	00	89
103	00	13	66
105	00	99	61
108	00	00	10
111	00	00	10
206	00	13	10
188	00	56	62
193	36	23	43
196	00	48	60
197	30	00	83
222	30	43	49
177	30	26	34
166	00	48	58
164	00	52	32
168	00	11	52
169	10	63	83
13	00	0	54
14	00	13	84
15	00	54	34
17	00	64	72
28	00	51	93
76	00	51	19
7	00	13	20
63	00	58	61
6	00	13	03
142	00	51	60
145	30	00	39
146	00	51	55
194	00	51	51
195	00	23	52
198	00	11	71
208	00	51	83
209	00	11	51

I	2	3	4	5
14) Kukkedi	48	02	09	42
	31	01	16	28
	88	00	88	22
	23	00	04	97
	24	00	10	47
	78	00	19	64
	77	00	25	19
	26	00	28	33
	95	00	01	29
	130	00	88	33
15) Bajare	83	00	40	71
	66	00	07	81
	44	00	13	71
	39	03	41	79
	42	00	46	38
	84	00	55	07
	94	00	54	12
	151	00	32	74
	152	00	01	38
	143	00	73	15
	120	00	34	30
	48	00	10	55

[F No. L-14014/1/2011-G.P]
K. K. SHARMA, Under Secy

नई दिल्ली, 1 अप्रैल, 2011

का. आ. ४९। भाग्न मण्कार को लोकहित में यह आवश्यक पत्तीत होना है कि मैसर्स इलाएन्स इंडस्ट्रीज लिमिटेड के आन्ध्र प्रदेश में पूर्वो नट पर अनिंश्च टर्मिनल में देश के विभिन्न हिस्सों में उपभोक्ताओं तक पार्कर्टिक गेम के परिवहन के लिए, मैसर्स इंडिजिटिक्स इन्फास्ट्रक्चर लिमिटेड द्वाग काकीनाडा - वासुदेवपुर - हावड़ा पाइपलाइन विशेष जारी चाहिए :

आग. भाग्न मण्कार को उक्त पाइपलाइन विशेष के पर्याप्तता के लिए यह आवश्यक पत्तीत होना है कि, उस भूमि में, जिसके भीतर उक्त पाइपलाइन विशेष जारी के प्रयोग के और जो उस अधिष्ठृता में उपचर अनुमति न दी गई है, उपर्याग के अधिकार का अर्जन किया जाए :

अन्. अब, भाग्न मण्कार, पटोलतयम और वर्निन पाइपलाइन (भूमि में उपर्याग के अधिकार का अर्जन) विधिनियम, 1962 (1962 का 50) की धारा 3 की उपर्याग (1) द्वाग प्रदल नियमों का पर्याप्त करने हुए, उसमें उपर्याग के अधिकार का अर्जन करने के अपन आधार की धोषणा करती है;

कोड व्याक्ति, जो उक्त अनुमति में वर्णित भूमि पर हितवात है, उस सार्वत्र ने नियमों एवं विधिनियम का धारा 3 का उपर्याग (1) के अधीन जारी की गई अधिष्ठृता की परिवर्ती नियमण तथा वह उपर्याग करने को उम्मीद किया है, उक्त व्यक्ति दिन के मौजूद भूमि के नीचे पाइपलाइन विशेष जारी के लिए उपर्याग के अधिकार के अर्जन के बिना वह भूमि के मौजूद विधिनियमों के अधिकार लिपाला नहीं पार्थिकार्गी, इंडिजिटिक्स इन्फास्ट्रक्चर लिमिटेड, प्रथम भौजन, फोर्मुल एवं चंद्राप्रभापुर, गुरुग्राम - 751023, ओडिशा गज्ज को लिखित रूप में आशेष भेज सकेगा।

अनुसूची

मडल/ नेहरियल/ नालुक अगुम्बडीजहटिया		जिला केटक	गन्ध : ओडिंगा		
गाँव का नाम	सर्वे सं./ सब डिविजन सं.	आर.ओ.यू अर्जित करने के लिए क्षेत्रफल			
1	2	हेक्टेयर	एयर	सि एयर	
1) गोबरा	गाँव मीमा और सर्वे में 3370 के बीच में गाँव मीमा और सर्वे में 3371 के बीच में 3370 3371 3372	00 00 00 00 00	05 03 02 21 02	15 90 54 76 51	

मंडल/ नक्षेमिल/ तालुक/ उपर्युक्त शास्त्राला	जिला/जाजपुर	गत्यः औंडिया
1) संपरु	259	00 00 17
	4	00 05 09
	11	00 01 49
	10	00 04 43
2) कुणिवारा	1488	00 00 27
	1487	00 00 19
	1486	00 00 10
	1484	00 01 42
	1483	00 00 51
	1482	00 00 58
	1481	00 01 17
	1480	00 00 41
	1474	00 01 11
	1468	00 04 49
	1429	00 00 10
	1467	00 06 14
	1466	00 04 43
	1464	00 02 25
	1465	00 06 31
	1447	00 07 85
	1446	00 04 42
	1445	00 04 28
	1406	00 08 78
	1405	00 04 68
	1404	00 02 52
	1543	00 00 42
	361	00 03 51
	487	00 00 20
	485	00 19 32
	486	00 07 01
	480	00 02 27
	481	00 12 87

1	2	3	4
कुविवारा (निक्ट)	482	00	01
	479	00	00
	478	00	01
	477	00	00
	476	00	06
	475	00	10
	474	00	04
	504	00	03
	505	00	00
	506	00	01
	507	00	01
	508	00	01
	509	00	64
	510	00	00
	511	00	05
	503	00	00
	539	00	02
	540	00	00
	416	00	02
	450	00	02
	417	00	05
	442	00	12
	443	00	01
	441	00	06
	440	00	01
	433	00	00
	434	00	01
	435	00	04
	436	00	03
	437	00	00
	429	00	02
	430	00	05
	431	00	03
	432	00	00
	398	00	02
	397	00	00
	399	00	17
	400	00	13
	237	00	07
	287	00	01
	277	00	00
	278	00	03

1	2	3	4	5
1) हासीनपुर (मिर्टर)	2767	00	04	75
	2768	00	03	64
	2059	00	17	75
	2058	00	01	19
	2057	00	02	81
	2056	00	18	09
	2030	00	03	64
	2032	00	00	40
	2033	00	02	44
	2039	00	19	36
	2040	00	00	12
	2031	00	14	78
	2011	00	08	90
	3014	00	00	10
	2017	00	06	69
	1960	00	00	10
	1961	00	19	39
	1962	00	05	30
	1950	00	02	66
	1963	00	18	95
	1911	00	20	34
	1914	00	03	21
	1913	00	00	10
	1915	00	01	93
	1919	00	02	80
	1920	00	01	27
	1918	00	06	07
	1916	00	02	71
	1922	00	01	99
	1917	00	06	02
	1925	00	01	32
	1888	00	01	50
	1924	00	18	08
	1881	00	09	19
	1880	00	15	90
	1854	00	02	75
	1855	00	15	95
	1851	00	03	24
	1856	00	14	83
	1859	00	00	31
	1857	00	09	07
	1862	00	02	81

1	2	3	4	5
1) हासीनपुर (निरंतर)	1863	00	02	58
	1864	00	04	13
मंडल/ नेहमिल/ तालुक विनियोगी	जिला विवालयवार	ग्रन्थ विवालयवार		
1) बालिगाहिरी	1594	00	13	36
	1597	00	00	32
	1602	00	04	27
	1599	00	21	90
	1600	00	12	90
	1610	00	08	47
	753	00	01	26
	1609	00	02	05
	1611	00	10	28
	751	00	13	04
	2065	00	01	80
	1614	00	00	10
	750	00	01	82
	738	00	02	25
	739	00	09	87
	740	00	08	04
	741	00	03	98
	735	00	01	36
	742	00	08	64
	733	00	05	83
	726	00	01	60
	728	00	01	69
	727	00	08	34
	640	00	01	88
	630	00	02	71
	641	00	03	55
	638	00	00	66
	642	00	05	82
	659	00	00	34
	656	00	14	59
	655	00	07	31
	643	00	01	26
	सर्वे में 643 और 644 के बीच में	00	05	30
	644	00	03	34
	645	00	09	08
	652	00	00	56
	647	00	01	56
	646	00	07	28
	627	00	26	17
	626	00	05	31

1	2	3	4	5	6
विज्ञापन (नियंत्रण)	628	00	००	३५	३५
	530	00	००	३८	३८
	536	00	०६	२१	२१
	624	00	००	३१	३१
	540	00	०१	३१	३१
	541	00	०१	३१	३१
	538	00	००	२१	२१
	539	00	०१	३१	३१
	535	00	००	११	११
	2011	00	०५	५५	५५
	487	00	११	११	११
	488	00	०३	३७	३७
	486	00	०८	३७	३७
	491	00	१४	३७	३७
	490	00	०९	३८	३८
	2054	00	११	३८	३८
	482	00	००	११	११
	485	00	१३	३८	३८
	484	00	०८	३८	३८
	335	00	०६	११	११
	336	00	०४	३१	३१
	337	00	१४	३१	३१
	338	00	०९	३१	३१
वर्तमान	207	00	०६	११	११
	208	00	०९	११	११
	209	00	०१	११	११
	210	00	०२	११	११
	211	00	५९	५९	५९
	212	00	०१	११	११
	213	06	००	१७	१७
	203	00	०२	११	११
	202	00	१०	१६	१६
	201	00	००	११	११
	200	00	०८	११	११
	199	00	०३	१६	१६
	198	00	०९	१२	१२
	236	00	०३	५५	५५
	237	00	०४	८५	८५
	238	00	०२	३०	३०
	239	00	०४	२०	२०
	240	00	०३	५०	५०
	243	00	०३	५१	५१

	1	2	3	4	5
2) बालिगोही (निरंतर)	242	00	01	37	
	261	00	02	61	
	262	00	07	09	
	263	00	03	14	
	264	00	07	08	
	260	00	05	18	
	265	00	09	41	
	469	00	00	10	
	266	00	03	54	
	144	00	00	10	
	145	00	03	12	
	267	00	09	47	
	468	00	19	90	
	277	00	08	14	
	274	00	00	11	
	173	00	00	78	
	129	00	02	03	
	133	00	06	46	
	489	00	00	58	
	130	00	04	46	
	131	00	02	81	
	487	00	11	60	
	127	00	07	91	
	126	00	00	10	
	115	00	05	63	
	486	00	00	10	
	118	00	08	96	
	119	00	03	04	
	120	00	06	28	
	121	00	00	75	
	117	00	08	63	
3) सिमुलिया	3164	00	04	96	
	3038	00	03	42	
	3039	00	11	66	
	1944	00	00	17	
	1945	00	01	59	
	1946	00	04	53	
	3040	00	04	43	
	3041	00	00	29	
	2962	00	04	47	
	1947	00	02	81	
	1948	00	00	13	

क्रमांक (क्रम)	1	2	3	4	5
2957		00	00	97	
1961		00	02	35	
2963		00	00	53	
1960		00	03	86	
1959		00	00	81	
1972		00	01	63	
2966		00	09	71	
2965		00	04	16	
2967		00	02	98	
2982		00	00	10	
2981		00	03	27	
1968		00	08	90	
2969		00	08	65	
2979		00	14	51	
2980		00	00	14	
2978		00	02	02	
2974		00	01	40	
2968		00	15	16	
2976		00	08	86	
2971		00	00	70	
2964		00	08	32	
3125		00	00	48	
2895		00	05	06	
2894		00	00	47	
2896		00	05	85	
2897		00	02	33	
2898		00	02	90	
2899		00	09	30	
2900		00	00	10	
2901		00	05	39	
2903		00	09	27	
2902		00	00	10	
2849		00	06	18	
2850		00	01	37	
2851		00	02	46	
2852		00	00	19	
2848		00	09	69	
2841		00	00	36	
2840		00	09	98	
2839		00	03	35	
3106		00	01	53	
2842		00	01	50	

1	2	3	4	5
3। सिमुलिया (निरंतर)	2834	00	05	30
	2419	00	02	09
	2401	00	01	99
	2400	00	01	28
	2402	00	08	93
	2418	00	00	14
	2417	00	04	00
	2416	00	01	93
	2426	00	08	27
	2427	00	00	98
	2428	00	05	05
	2430	00	00	23
	2429	00	23	90
	2510	00	00	10
	2509	00	03	65
	2486	00	01	49
	2485	00	00	14
	2487	00	01	22
	2488	00	03	75
	2490	00	08	14
	2489	00	04	69
	2482	00	03	54
	2477	00	08	94
	2474	00	12	58
	2475	00	00	64
	2473	00	04	48
	2472	00	02	11
4। काहालिया	1453	00	17	60
	1454	00	10	56
	1455	00	02	08
	1452	00	01	16
	1456	00	12	32
	1450	00	03	04
	1476	00	01	38
	1475	00	03	94
	1485	00	00	48
	1486	00	01	14
	1487	00	12	21
	1488	00	14	42
	1384	00	23	01
	1383	00	00	10
	1390	00	00	10

1	2	3	4	5
4) काहालिया (निरंतर)	1391	00	02	97
	1392	00	00	92
	1393	00	00	79
	1382	00	15	99
	1501	00	00	33
	1381	00	09	50
	1380	00	05	55
	1378	00	04	93
	1379	00	23	49
	1524	00	00	20
	1377	00	00	10
	1531	00	06	55
	1530	00	12	32
	1528	00	00	50
	1533	00	19	64
	1618	00	32	95
	1617	00	05	63
	1620	00	22	35
	1591	00	01	15
	1586	00	21	39
	1590	00	01	06
	1626	00	00	26
	1584	00	10	81
	1585	00	03	77
	1580	00	35	77
	1583	00	04	08
	1579	00	02	31
	1578	00	17	84
	1577	00	07	94
	1573	00	00	10
	1564	00	07	86

मंडल/ नेहमिल/ तालुक अस्सिंगला	जिला विवालेश्वर	गञ्य ओडिशा		
1) देखोग	1184	00	12	06
	304	00	19	08
	268	00	03	83
	309	00	01	26
	316	00	01	35
	303	00	12	49
	285	00	01	36
	302	00	10	13
	288	00	05	66
	301	00	03	67
	300	00	10	10

1	2	3	4	5
1) देशोग (निरंतर)	297	00	02	98
	418	00	02	18
	419	00	04	99
	417	00	00	21
	420	00	07	04
	423	00	01	52
	424	00	00	70
	421	00	03	52
	422	00	07	54
	429	00	00	73
	828	00	01	84
	833	00	02	39
	832	00	02	03
	834	00	00	19
	836	00	00	72
	837	00	02	20
	831	00	02	47
	839	00	02	58
	1212	00	00	10
	1204	00	05	55
	830	00	00	95
	844	00	05	96
	845	00	06	99
	846	00	02	17
	848	00	03	12
	847	00	00	33
	849	00	02	42
	850	00	06	12
	851	00	13	62
	823	00	01	03
	1210	00	00	11
	790	00	00	86
	885	00	02	63
	936	00	00	10
	937	00	04	88
	939	00	01	06
	940	00	09	40
	941	00	04	07
	942	00	02	13
	943	00	04	77
	944	00	01	41
	945	00	00	13

1	2	3	4	5
1) देखोग (निरंतर)	954	00	14	93
	953	00	08	23
	962	00	06	09
	960	00	05	28
	956	00	00	26
	958	00	00	52
	957	00	13	10
	1090	00	01	73
	970	00	01	55
	1089	00	08	17
	1078	00	04	29
	1009	00	02	40
	1077	00	12	57
	1074	00	07	52
	1202	00	00	54
	1073	00	02	53
	1072	00	00	86
	1068	00	19	27
	1178	00	58	55

मंडल/ नेहमिल/ नालुक क्रमसंख्या	जिला वालंडवर	गञ्ज आंडिया	गञ्ज आंडिया	गञ्ज आंडिया
1) ओडिआ-शासन	398	00	00	11
	397	00	00	83
	396	00	01	74
	411	00	11	69
	416	00	01	05
	402	00	01	09
	412	00	02	26
	410	00	16	96
	409	00	00	10
	407	00	00	34
	413	00	01	28
	406	00	07	99
	348	00	13	89
	347	00	01	01
	346	00	14	61
	352	00	03	67
	340	00	10	82
	339	00	34	36
	312	00	01	05
	338	00	00	99
	322	00	08	67
	323	00	03	72
	324	00	00	89

1	2	3	4	5
I) ओडिआ-शासन (निरंतर)	325	00	02	75
	337	00	21	45
	334	00	02	73
	326	00	01	90
	327	00	00	28
	333	00	01	60
	332	00	04	51
	329	00	00	28
	331	00	04	05
	160	00	19	95
	161	00	18	03
	162	00	01	21
	163	00	07	37
	164	00	01	00
	158	00	00	88
	169	00	15	33
	170	00	02	07
	167	00	02	90
	171	00	01	73
	172	00	16	12
	173	00	12	98
	174	00	06	87
	175	00	02	05
	105	00	02	71
	100	00	02	28
	99	00	08	00
	184	00	12	51
	185	00	12	33
	186	00	12	92
	97	00	01	69
	87	00	08	79
	88	00	13	99
	85	00	02	59
	84	00	00	37
	83	00	09	52
	70	00	00	10
	71	00	02	38
	82	00	00	19
	73	00	04	42
	72	00	10	59
	66	00	00	29
	65	00	11	56

1	2	3	4	5
1) ओडिया-शासन (मिरंतर)	64	00	00	10
	62	00	15	39
	41	00	00	18
	39	00	03	70
	40	00	02	57
	32	00	00	10
	36	00	00	77
	910	00	03	20
	44	00	00	10
	38	00	03	42

मंडल/ तेहसील/ तालुक : अस्त्रा	जिला : वालेश्वर	ग्रन्थ : ओडिशा	
1) गुंडरिसाही	1	00	03
	3	00	10
	9/26	00	00
	7/14	00	16
	13	00	00
	6/12	00	03
	17/27	00	00
	5/11	00	15
	3/9	00	08
	4/10	00	08
	28	00	01
	41	00	03
	42	00	13
	32/44	00	03
	45	00	04
			32

मंडल/ तेहसील/ तालुक : जालेश्वर	जिला : वालेश्वर	ग्रन्थ : ओडिशा	
1) बर्तना	364	00	03
	363	00	09
	361	00	15
	360	00	17
	353	00	00
	359	00	06
	357	00	00
	354	00	16
	356	00	00
	355	00	07
	351	00	01
	339	00	00
	350	00	11
	341	00	08
	342	00	02
	273	00	11
	272	00	03
			42

1	2	3	4	5
1) बर्तना (निरंतर)	274	00	01	50
	275	00	01	75
	276	00	02	31
	277	00	00	96
	269	00	11	05
	254	00	11	63
	253	00	06	54
	252	00	00	10
	250	00	04	49
	249	00	11	85
	248	00	00	17
	236	00	09	65
	235	00	11	43
	111	00	00	35
	233	00	07	75
	232	00	04	61
	231	00	00	83
	223	00	00	12
	224	00	01	28
	225	00	09	93
	229	00	01	39
	218	00	00	12
	226	00	08	40
	227	00	04	53
	217	00	11	31
	215	00	08	80
	214	00	03	16
	211	00	00	75
	213	00	13	69
	141	00	05	32
	201	00	08	98
	200	00	07	46
	199	00	11	34
	179	00	02	87
	198	00	03	46
	180	00	12	27
	182	00	16	03
2) अकबरपुर	3	00	00	44
	2	00	13	44
	10	00	09	24
	11	00	00	10
	9	00	12	87

1	2	3	4	5
2) अकबरपुर (निरंतर)	16	00	01	90
	13	00	04	59
	14	00	00	47
	15	00	00	85
	26	00	05	29
	353	00	10	44
	355	00	03	57
3) खारिदा	62	00	05	52
	60	00	09	31
	61	00	05	65
	58	00	00	13
	55	00	12	42
	66	00	00	10
	54	00	09	88
	53	00	12	30
	52	00	09	49
	51	00	00	12
	48	00	09	93
	49	00	04	43
	44	00	01	01
	45	00	04	00
	75	00	00	17
	43	00	04	65
	78	00	15	86
	77	00	02	28
	40	00	08	03
	90	00	12	43
	89	00	00	12
	92	00	14	43
	93	00	13	11
	34	00	00	59
	94	00	05	91
	30	00	01	83
	29	00	02	63
	27	00	05	12
	26	00	00	62
	24	00	12	38
	25	00	10	01
	21	00	12	30
	156	00	08	48
	20	00	00	10
	157	00	10	65

1	2	3	4	5
3) खारिदा (निरंतर)				
175		00	04	70
174		00	02	05
158		00	09	71
173		00	02	90
172		00	11	94
171		00	00	62
170		00	05	55
272		00	08	40
270		00	05	10
271		00	12	38
287		00	18	08
286		00	00	16
285		00	23	67
283		00	06	34
284		00	22	14
307		00	00	10
4) पाखरा	376	00	00	60
	37	00	22	57
	38	00	02	33
	36	00	00	28
	363	00	01	62
	35	00	02	24
	46	00	22	31
	47	00	03	63
	45	00	02	67
	58	00	06	57
	59	00	09	51
	60	00	07	73
	90	00	12	51
	84	00	00	46
	85	00	01	72
	87	00	11	47
	89	00	10	16
	88	00	05	37
	115	00	01	84
	120	00	28	12
	149	00	03	84
	124	00	01	65
	137	00	16	94
	138	00	00	59
	136	00	00	13
	135	00	10	38

1	2	3	4	5
5) नापो (निरंतर)	559/3061	00	01	87
	551/3053	00	18	87
	550/3052	00	00	33
	3336	00	01	29
	794/3318	00	05	64
	808/3332	00	11	82
	807/3331	00	06	43
	806/3330	00	09	99
	805/3329	00	10	91
	813/3338	00	00	10
	814/3339	00	00	25
	815/3340	00	00	98
	816/3341	00	04	60
	804/3328	00	09	81
	803/3327	00	16	63
	817/3342	00	00	74
	801/3325	00	17	36
	821/3448	00	17	34
	3454	00	01	10
	842/3471	00	13	67
	841/3470	00	05	90
	3469	00	00	53
	840/3468	00	05	50
	845/3474	00	03	01
	848/3477	00	11	01
	847/3476	00	01	69
	850/3479	00	00	10
	849/3478	00	29	20
	862/3491	00	14	19
	3492	00	02	16
	3498	00	02	65
	861/3490	00	01	76
	863/3499	00	08	98
	3497	00	00	10
	864/3500	00	09	51
	870/3506	00	23	88
	869/3505	00	04	30
	873/3509	00	14	36
	874/3607	00	00	97
	3606	00	10	95
	3572	00	09	46
	3573	00	06	71

I	2	3	4	5
5) नांगो (निरंतर)	3576	00	00	12
	3574	00	07	10
	3575	00	03	55
	3604	00	02	60
	3582	00	02	24
	3603	00	11	26
	3602	00	00	30
	3583	00	08	90
	3601	00	05	51
	3584	00	06	33
	3585	00	09	22
	3598	00	00	10
	1841	00	00	41
	1840	00	04	96
	3586	00	01	45
	1839	00	05	98
	1838	00	00	95
	1860	00	02	92
	1837	00	02	19
	1836	00	01	68
	1812	00	00	10
	1834	00	08	72
	1813	00	02	94
	1832	00	05	29
	1831	00	00	10
	1817	00	13	22
	1816	00	01	73
	1804	00	03	40
	1818	00	01	93
	1819	00	04	90
	1820	00	00	20
	1803	00	07	53
	1802	00	10	05
	1801	00	01	06
	1800	00	03	90
	1776	00	02	51
	1775	00	03	38
	1774	00	02	12
	1584	00	00	37
	1583	00	01	48
	1582	00	00	53
	1578	00	10	86

1	2	3	4	5
5) नापो (निरंतर)				
220/1577	00	01	40	
219/1576	00	10	18	
218/1575	00	10	05	
224/1604	00	08	38	
225/1605	00	13	38	
226/1606	00	20	77	
227/1607	00	04	32	
1571	00	01	86	
211/1559	00	17	36	
209/1506	00	15	30	
208/1505	00	09	66	
1509	00	00	99	
1510	00	03	26	
205/1502	00	00	33	
1498	00	04	25	
1500	00	04	10	
1499	00	04	88	
1497	00	06	34	
1495	00	00	10	
1496	00	05	80	
1486	00	00	21	
1478	00	00	28	
1479	00	07	37	
1485	00	07	21	
1484	00	00	37	
1483	00	00	36	
1480	00	01	89	
1459	00	00	87	
1460	00	19	19	
1450	00	00	10	
1449	00	01	90	
1448	00	00	10	
1447	00	11	93	
1446	00	05	03	
1237	00	05	16	
6) सरकारी ग	गौव गोमा और पर्वे में 282 के बाच में	00	04	26
	282	00	03	32
	47	00	02	16
	281	00	06	57
	48	00	01	23
	49	00	00	23
	52	00	05	33

1	2	3	4	5
7) जगड़ामा (निरंतर)	227	00	04	99
	226	00	08	69
	248	00	00	17
	221	00	16	23
	220	00	16	09
	215	00	00	12
	219	00	12	92
	218	00	01	95
	217	00	06	16
8) संपत्तिया	77	00	00	22
	76	00	02	46
	72	00	16	01
	68	00	01	49
	70	00	08	85
	69	00	05	50
	71	00	14	38
	61	00	08	55
	60	00	10	60
	47	00	10	00
	53	00	06	01
	52	00	03	29
	51	00	04	41
	33	00	06	96
	32	00	01	28
	35	00	00	96
	34	00	08	46
	40	00	03	55
	42	00	07	87
	43	00	01	42
	41	00	05	84
	152	00	05	12
	39	00	05	09
	157	00	05	97
	109	00	01	29
	158	00	05	70
	156	00	00	20
	155	00	03	83
	187	00	17	08
	154	00	00	11
	184	00	09	11
	182	00	07	35
	185	00	00	02

1	2	3	4	5
8) संपत्तिया (निरंतर)	174	00	00	08
	176	00	01	48
	181	00	04	52
	178	00	08	20
	177	00	00	05
	179	00	10	20
	180	00	02	38
	202	00	07	58
मंडल/ तेहसील/ तालुक व ग्रामपालिका	जिला वालेश्वर	गन्धी आदिगा		
1) अलदा	77	00	00	22
	76	00	02	46
	72	00	16	01
	68	00	01	49
	70	00	08	85
	69	00	05	50
	71	00	14	38
	61	00	08	55
	60	00	10	60
	47	00	10	00
	53	00	06	01
	52	00	03	29
	51	00	04	41
	33	00	06	96
	32	00	01	28
	35	00	00	96
	34	00	08	46
	40	00	03	55
	42	00	07	87
	43	00	01	42
	41	00	05	84
	152	00	05	12
	39	00	05	09
	157	00	05	97
	109	00	01	29
	158	00	05	70
	156	00	00	20
	155	00	03	83
	187	00	17	08
	154	00	00	11
	184	00	09	11
	182	00	07	35
	185	00	00	02
	174	00	00	08

1	2	3	4	5
1) अलदा (निरंतर)	176 181 178 177 179 180 202	00 00 00 00 00 00 00	01 04 08 00 10 02 07	48 52 20 05 20 38 58
मंडल/ तेहमिल/ तालुक :भोगराय	ज़िला :बालेश्वर	राज्य :ओडिशा		
1) अमिधानगाड़िया	276 277 291 284 283 282 374 285	00 00 00 00 00 00 00 00	11 07 01 09 00 00 02 03	45 76 07 60 36 10 78 11
2) नहारा	1054 199 193 194 198 181 179 180 177 174 208 173 172 170 171 160 161 162 158 157 156 155 154 101 2041 102 104	00 00	03 05 06 03 07 05 01 05 00 04 03 10 02 00 14 04 06 00 10 12 04 00 18 77 00 02 13 18 39 15	39 83 86 46 93 71 33 51 10 74 12 27 54 16 87 65 22 11 37 13 21 18 77 18 39 04 15

1	2	3	4	5
2) नहारा (निरंतर)	103 114 116 40 115 1601 1602 1603 1619 1617 1618 2044	00 00 00 00 00 00 00 00 00 00 00 00	14 14 00 01 04 00 16 00 05 01 04 00	86 17 43 31 69 10 70 10 25 83 13 10
3) कुलटिया	574 466 467 468 469 471 470 472 473 474 475 482 487 483 484 485 549 546 624 548 625 542 541 539 538 629 537 536 630 534	00 00	01 07 03 23 01 06 05 01 13 00 10 08 00 07 06 03 08 00 05 14 09 02 20 01 00 02 10 01 08 04	84 99 01 71 38 54 67 13 87 10 43 57 14 83 47 38 87 13 29 32 50 75 78 88 99 93 98 29 12 55

1	2	3	4	5
3) कुरुक्षेत्रा (निरंतर)	653	00	02	96
	663	00	16	99
	662	00	08	24
	661	00	01	43
	664	00	12	01
	659	00	00	95
	674	00	07	91
	669	00	05	19
	673	00	05	71
	675	00	00	20
	672	00	15	71
	670	00	01	04
	671	00	25	38
	76	00	00	15
	77	00	01	59
	84	00	02	53
	78	00	05	99
	81	00	13	64
	80	00	06	19
	82	00	06	22
	64	00	10	31
	63	00	02	38
4) बालिम	1518	00	18	55
	1517	00	01	05
	1515	00	12	67
	1516	00	04	45
	1513	00	14	74
	1534	00	13	44
	1502	00	00	14
	1501	00	12	07
	1535	00	00	10
	1500	00	26	94
	1539	00	11	20
	1540	00	13	70
	1541	00	00	10
	1544	00	00	10
	1545	00	05	79
	1566	00	07	01
	1565	00	00	10
	1546	00	38	71
	616	00	00	68
	615	00	22	25

1	2	3	4	5
4) बालिम (निरंतर)	614	00	00	14
	557	00	04	49
	2268	00	01	26
	559	00	00	16
	558	00	30	89
	552	00	08	07
	550	00	09	61
	551	00	12	04
	1226	00	00	29
	1708	00	32	85
	1707	00	01	07
	1709	00	00	45
	1710	00	22	78
	1714	00	26	97
	7117	00	02	04
	1713	00	09	59
	1718	00	02	44
	1751	00	04	50
	1750	00	04	72
	1749	00	12	48
	1745	00	04	24
	1725	00	10	06
	1728	00	22	78
	1731	00	02	46
	2126	00	00	10
	1733	00	17	81
	2125	00	00	57
	1734	00	04	65
	2124	00	06	03
	2014	00	12	58
	2015	00	00	59
	2013	00	03	57
	2012	00	10	93
	2011	00	04	88
	2010	00	10	39
	2022	00	00	64
	2009	00	00	10
	2008	00	05	31
	2023	00	19	20
	2026	00	00	46
	2028	00	04	15
	2029	00	07	02

1	2	3	4	5
4) बालिम (निरंतर)	2030	00	14	81
मंडल/ नेहमिल/ तालुक वैविध्य	जिला :मध्यगंगा	गज्य :ओडिशा		
1) शिकारखुटा	119	00	10	73
	85	00	00	10
	41/82	00	37	10
	28/36	00	03	94
	41/81	00	00	10
	27/35	00	43	74
	30/38	00	09	41
	31/39	00	11	40
	30	00	05	54
	22/29	00	03	82
	28	00	03	48
	20/26	00	16	29
	6/7	00	13	45
	7/8	00	00	10
	19/21	00	28	62

[फा सं. एल.-14014/1/2011-जी.पी.]

के. के. शर्मा, अवर सचिव

New Delhi, the 1st April, 2011

S.O. 891 Whereas it appears to Government of India that it is necessary in public interest that for transportation of natural gas from onshore terminal at East coast of Andhra Pradesh of M/s Reliance Industries Limited to consumers in various parts of the country, Kakinada - Basudebpur - Howrah pipeline should be laid by M/s Relogistics Infrastructure Limited;

And whereas, it appears to Government of India that for the purpose of laying such pipeline, it is necessary to acquire the Right of User in land under which the said pipeline is proposed to be laid and which are described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), Government of India hereby declares its intention to acquire the Right of User therein;

Any person interested in the land described in the said Schedule may, within twenty-one days from the date on which the copies of the notification as published in the Gazette of India under sub-section (1) of Section 3 of the said Act, are made available to the general public, object in writing to the acquisition of the Right of User therein for laying the pipeline under the land to Shri Bhaskar Tripathy, Competent Authority, Relogistics Infrastructure Limited, 1st Floor, Fortune Tower, Chandrasekharpur, Bhubaneswar - 751023, Orissa State.

Schedule

Mandal/Tehsil/Taluk:Gurudijhatia		District:Cuttack	State:Orissa		
Village		Survey No./Sub-Division	Area to be acquired for ROU		
			Hec	Are	C-Are
1	2	3	4	5	
1) Gobra	In bet VB & suy no. 3370	00	05	15	
	Nala bet VB & suy no.3371	00	03	90	
	3370	00	02	54	
	3371	00	21	76	
	3372	00	02	54	

Mandal/Tehsil/Taluk:Dharmasala	District:Jajapur	State:Orissa		
1) Samparu	259	00	00	17
	4	00	05	09
	11	00	01	49
	10	00	04	43
2) Kujibara	1488	00	00	27
	1487	00	00	19
	1486	00	00	10
	1484	00	01	42
	1483	00	00	51
	1482	00	00	58
	1481	00	01	17
	1480	00	00	41
	1474	00	01	11
	1468	00	04	49
	1429	00	00	10
	1467	00	06	14
	1466	00	04	43
	1464	00	02	25
	1465	00	06	31
	1447	00	07	85
	1446	00	04	42
	1445	00	04	28
	1406	00	08	78
	1405	00	04	68
	1404	00	02	52
	1543	00	00	42
	361	00	03	51
	487	00	00	20
	485	00	19	32
	486	00	07	01
	480	00	02	27
	481	00	12	87

1	2	3	4	5
2) Kujibara (Contd.)	482	00	01	27
	479	00	00	74
	478	00	01	12
	477	00	00	10
	476	00	05	17
	475	00	10	11
	474	00	04	57
	504	00	03	87
	505	00	00	98
	506	00	01	04
	507	00	01	04
	508	00	01	09
	509	00	04	59
	510	00	06	93
	511	00	05	47
	503	00	00	10
	539	00	02	66
	540	00	00	10
	416	00	02	46
	450	00	02	44
	417	00	05	87
	442	00	12	05
	443	00	01	06
	441	00	06	63
	440	00	01	78
	433	00	00	44
	434	00	01	18
	435	00	04	00
	436	00	03	99
	437	00	00	22
	429	00	02	51
	430	00	05	58
	431	00	03	41
	432	00	00	10
	398	00	02	28
	397	00	00	28
	399	00	17	98
	400	00	13	26
	237	00	07	32
	287	00	01	20
	277	00	00	12
	278	00	03	35

1	2	3	4	5
2) Kujbara (Contd)	279	00	03	25
	280	00	01	02
	281	00	02	95
	Nala bet suy No. 281 & VB	00	21	14

Mandal/Tehsil/Taluk:Bhadrak Rural	District:Bhadrak	State:Orissa		
1) Hasinpur	2914	00	04	35
	2524	00	03	05
	2533	00	01	15
	2444	00	01	85
	2443	00	02	94
	2440	00	04	10
	2442	00	06	97
	2441	00	02	06
	2458	00	08	27
	2457	00	00	62
	3015	00	05	55
	2468	00	00	84
	2469	00	07	15
	2470	00	05	85
	2499	00	00	36
	2494	00	01	74
	2498	00	05	00
	2495	00	10	70
	2496	00	01	40
	2489	00	01	17
	2488	00	09	55
	2546	00	08	37
	2487	00	00	10
	2549	00	11	44
	2550	00	01	81
	2552	00	00	25
	2548	00	03	72
	2561	00	12	43
	2560	00	00	19
	2562	00	01	13
	2567	00	07	77
	2566	00	09	46
	2563	00	08	44
	2565	00	05	20
	2564	00	02	33
	2587	00	01	86
	2599	00	02	45
	2600	00	18	24

1	2	3	4	5
1) Hasimpur (Contd)	2767	00	04	75
	2768	00	03	64
	2059	00	17	75
	2058	00	01	19
	2057	00	02	81
	2056	00	18	09
	2030	00	03	64
	2032	00	00	40
	2033	00	02	44
	2039	00	19	36
	2040	00	00	12
	2031	00	14	78
	2011	00	08	90
	3014	00	00	10
	2017	00	06	69
	1960	00	00	10
	1961	00	19	39
	1962	00	05	30
	1950	00	02	66
	1963	00	18	95
	1911	00	20	34
	1914	00	03	21
	1913	00	00	10
	1915	00	01	93
	1919	00	02	80
	1920	00	01	27
	1918	00	06	07
	1916	00	02	71
	1922	00	01	99
	1917	00	06	02
	1925	00	01	32
	1888	00	01	50
	1924	00	18	08
	1881	00	09	19
	1880	00	15	90
	1854	00	02	75
	1855	00	15	95
	1851	00	03	24
	1856	00	14	83
	1859	00	00	31
	1857	00	09	07
	1862	00	02	81

1	2	3	4	5
1) Hasinpur (Contd)	1863	00	02	58
	1864	00	04	13
Mandal/Tehsil/Taluk:Nilagiri	District:Baleshwar	State:Orissa		
1) Baligahiri	1594	00	13	36
	1597	00	00	32
	1602	00	04	27
	1599	00	21	90
	1600	00	12	90
	1610	00	08	47
	753	00	01	26
	1609	00	02	05
	1611	00	10	28
	751	00	13	04
	2065	00	01	80
	1614	00	00	10
	750	00	01	82
	738	00	02	25
	739	00	09	87
	740	00	08	04
	741	00	03	98
	735	00	01	36
	742	00	08	64
	733	00	05	83
	726	00	01	60
	728	00	01	69
	727	00	08	34
	640	00	01	88
	630	00	02	71
	641	00	03	55
	638	00	00	66
	642	00	05	82
	659	00	00	34
	656	00	14	59
	655	00	07	31
	643	00	01	26
	In bet suy no. 643 & 644	00	05	30
	644	00	03	34
	645	00	09	08
	652	00	00	56
	647	00	01	56
	646	00	07	28
	627	00	26	17
	626	00	05	31

1	2	3	4	5
1) Baligahiri (Contd)				
	628	00	09	81
	530	00	01	83
	536	00	05	88
	624	00	00	68
	540	00	18	35
	541	00	00	28
	538	00	00	27
	539	00	02	30
	535	00	00	40
	2011	00	00	15
	487	00	15	17
	488	00	02	44
	486	00	04	85
	491	00	04	38
	490	00	00	77
	2054	00	01	55
	482	00	00	15
	485	00	12	77
	484	00	08	54
	335	00	06	93
	336	00	04	91
	337	00	14	88
	338	00	00	46
2) Baligohi	207	00	00	21
	208	00	08	86
	209	00	01	11
	210	00	02	92
	211	00	09	59
	212	00	02	79
	213	00	00	97
	203	00	02	10
	202	00	10	46
	201	00	00	10
	200	00	08	43
	199	00	03	78
	198	00	09	92
	236	00	03	55
	237	00	04	85
	238	00	02	30
	239	00	04	20
	240	00	03	40
	243	00	03	52

1	2	3	4	5
2) Balgooh (Contd)	242	00	01	37
	261	00	02	61
	262	00	07	69
	263	00	03	14
	264	00	07	08
	260	00	05	18
	265	00	09	41
	469	00	00	10
	266	00	03	84
	144	00	00	10
	145	00	03	12
	267	00	09	47
	468	00	19	90
	277	00	08	14
	274	00	00	11
	173	00	00	78
	129	00	02	03
	133	00	06	46
	489	00	00	58
	130	00	04	46
	131	00	02	81
	487	00	11	60
	127	00	07	91
	126	00	00	10
	115	00	05	63
	486	00	00	10
	118	00	08	96
	119	00	03	04
	120	00	06	28
	121	00	00	75
	117	00	08	63
3) Simulia	3164	00	04	96
	3038	00	03	42
	3039	00	11	66
	1944	00	00	17
	1945	00	01	59
	1946	00	04	53
	3040	00	04	43
	3041	00	00	29
	2962	00	04	47
	1947	00	02	81
	1948	00	00	13

1	2	3	4	5
3) Simulia (Contd)				
	1957	00	00	97
	1961	00	02	35
	2963	00	00	53
	1960	00	03	86
	1959	00	00	81
	1972	00	01	63
	2966	00	09	71
	2965	00	04	16
	2967	00	02	98
	2982	00	00	10
	2981	00	03	27
	1968	00	08	90
	2969	00	08	05
	2979	00	14	51
	2980	00	00	14
	2978	00	02	02
	2974	00	01	40
	2968	00	15	16
	2970	00	08	86
	2971	00	00	10
	2964	00	08	32
	3125	00	00	48
	2895	00	05	06
	2894	00	00	47
	2896	00	05	85
	2897	00	02	33
	2898	00	02	90
	2899	00	09	30
	2900	00	00	10
	2901	00	05	39
	2903	00	09	27
	2902	00	00	10
	2849	00	06	18
	2850	00	01	37
	2851	00	02	46
	2852	00	00	19
	2848	00	09	69
	2841	00	00	86
	2840	00	09	98
	2839	00	03	35
	3106	00	01	53
	2842	00	01	50

1	2	3	4	5
3) Srinivas (Contd)				
	2834	00	05	30
	2419	00	02	09
	2401	00	01	99
	2400	00	01	28
	2402	00	08	93
	2418	00	00	14
	2417	00	04	00
	2416	00	01	93
	2426	00	08	27
	2427	00	00	98
	2428	00	05	05
	2430	00	00	23
	2429	00	23	90
	2510	00	00	10
	2509	00	03	65
	2486	00	01	49
	2485	00	00	14
	2487	00	01	22
	2488	00	03	75
	2490	00	08	14
	2489	00	04	69
	2482	00	03	54
	2477	00	98	94
	2474	00	12	58
	2475	00	00	64
	2473	00	04	48
	2472	00	02	11
4) Kahalia	1453	00	17	60
	1454	00	10	56
	1455	00	02	08
	1452	00	01	16
	1456	00	12	32
	1450	00	03	04
	1476	00	01	38
	1475	00	03	94
	1485	00	00	48
	1486	00	01	14
	1487	00	12	21
	1488	00	14	42
	1384	00	23	01
	1383	00	00	10
	1390	00	00	10

୧	୨	୩	୪	୫
୪) Kahalia (Contd)	1391	00	02	97
	1392	90	00	92
	1393	00	00	79
	1382	00	15	99
	1501	00	00	33
	1381	00	09	50
	1380	00	05	55
	1378	00	04	93
	1379	00	23	49
	1524	00	00	20
	1377	00	00	10
	1531	00	06	55
	1530	00	12	32
	1528	00	00	50
	1533	00	19	64
	1618	00	32	95
	1617	00	05	63
	1620	00	22	35
	1591	00	01	15
	1586	00	21	39
	1590	00	01	06
	1626	00	00	26
	1584	00	10	81
	1585	00	03	77
	1580	00	35	77
	1583	00	04	08
	1579	00	02	31
	1578	00	17	84
	1577	00	07	94
	1573	00	00	10
	1564	00	07	86

Mandal/Tehsil/Taluk:Singla	District:Baleshwar	State:Orissa		
୧) Debhog	1184	00	12	06
	304	00	19	08
	268	00	03	83
	309	00	01	26
	316	00	01	35
	303	00	12	49
	285	00	01	36
	302	00	10	13
	288	00	05	66
	301	00	03	67
	300	00	10	10

1	2	3	4	5
1) Debhog (Contd)	297	00	02	98
	418	00	02	18
	419	00	04	99
	417	00	00	21
	420	00	07	04
	423	00	01	52
	424	00	00	70
	421	00	03	52
	422	00	07	54
	429	00	00	73
	828	00	01	84
	833	00	02	39
	832	00	02	03
	834	00	00	19
	836	00	00	72
	837	00	02	20
	831	00	02	47
	839	00	02	58
	1212	00	00	10
	1204	00	05	55
	830	00	00	95
	844	00	05	96
	845	00	06	99
	846	00	02	17
	848	00	03	12
	847	00	00	33
	849	00	02	42
	850	00	06	12
	851	00	13	62
	823	00	01	03
	1210	00	00	11
	790	00	00	86
	885	00	02	63
	936	00	00	10
	937	00	04	88
	939	00	01	06
	940	00	09	40
	941	00	04	07
	942	00	02	13
	943	00	04	77
	944	00	01	41
	945	00	00	13

1	2	3	4	5
1) Debhog (Contd)	954	00	14	93
	953	00	08	23
	962	00	06	09
	960	00	05	28
	956	00	00	26
	958	00	00	52
	957	00	13	10
	1090	00	01	73
	970	00	01	55
	1089	00	08	17
	1078	00	04	29
	1009	00	02	40
	1077	00	12	57
	1074	00	07	52
	1202	00	00	54
	1073	00	02	53
	1072	00	00	86
	1068	00	19	27
	1178	00	58	55

Mandal/Tehsil/Taluk:Rupsa	District:Baleshwar	State:Orissa		
1) Orjasasan	398	00	00	11
	397	00	00	83
	396	00	01	74
	411	00	11	69
	416	00	01	05
	402	00	01	09
	412	00	02	26
	410	00	16	96
	409	00	00	10
	407	00	00	34
	413	00	01	28
	406	00	07	99
	348	00	13	89
	347	00	01	01
	346	00	14	61
	352	00	03	67
	340	00	10	82
	339	00	34	36
	312	00	01	05
	338	00	00	99
	322	00	08	67
	323	00	03	72
	324	00	00	89

1	2	3	4	5
1) Oriasasan (Contd)	325	00	02	75
	337	00	21	45
	334	00	02	73
	326	00	01	90
	327	00	00	28
	333	00	01	60
	332	00	04	51
	329	00	00	28
	331	00	04	05
	160	00	19	95
	161	00	18	03
	162	00	01	21
	163	00	07	37
	164	00	01	00
	158	00	00	88
	169	00	15	33
	170	00	02	07
	167	00	02	90
	171	00	01	73
	172	00	16	12
	173	00	12	98
	174	00	06	87
	175	00	02	05
	105	00	02	71
	100	00	02	28
	99	00	08	00
	184	00	12	51
	185	00	12	33
	186	00	12	92
	97	00	01	69
	87	00	08	79
	88	00	13	99
	85	00	02	59
	84	00	00	37
	83	00	09	52
	70	00	00	10
	71	00	02	38
	82	00	00	19
	73	00	04	42
	72	00	10	59
	66	00	00	29
	65	00	11	56

1	2	3	4	5
1) Oriasasan (Contd)	64	00	00	10
	62	00	15	39
	41	00	00	18
	39	00	03	70
	40	00	02	57
	32	00	00	10
	36	00	00	77
	910	00	03	20
	44	00	00	10
	38	00	03	42

Mandal/Tehsil/Taluk:Basta	District:Baleshwar	State:Orissa		
1) Gundurisahi	1	00	03	80
	3	00	10	61
	9/26	00	00	98
	7/14	00	16	89
	13	00	00	10
	6/12	00	03	61
	17/27	00	00	36
	5/11	00	15	94
	3/9	00	08	01
	4/10	00	08	82
	28	00	01	76
	41	00	03	63
	42	00	13	33
	32/44	00	03	41
	45	00	04	32

Mandal/Tehsil/Taluk:Jaleswar	District:Baleshwar	State:Orissa		
1) Bartana	364	00	03	02
	363	00	09	98
	361	00	15	02
	360	00	17	40
	353	00	00	29
	359	00	06	81
	357	00	00	02
	354	00	16	21
	356	00	00	37
	355	00	07	27
	351	00	01	19
	339	00	00	46
	350	00	11	24
	341	00	08	81
	342	00	02	70
	273	00	11	90
	272	00	03	42

1	2	3	4	5
1) Bartana (Contd)				
	274	00	01	50
	275	00	01	75
	276	00	02	31
	277	00	00	96
	269	00	11	05
	254	00	11	63
	253	00	06	54
	252	00	00	10
	250	00	04	49
	249	00	11	85
	248	00	00	17
	236	00	09	65
	235	00	11	43
	111	00	00	35
	233	00	07	75
	232	00	04	61
	231	00	00	83
	223	00	00	12
	224	00	01	28
	225	00	09	93
	229	00	01	39
	218	00	00	12
	226	00	08	40
	227	00	04	53
	217	00	11	31
	215	00	08	80
	214	00	03	16
	211	00	00	75
	213	00	13	69
	141	00	05	32
	201	00	08	98
	200	00	07	46
	199	00	11	34
	179	00	02	87
	198	00	03	46
	180	00	12	27
	182	00	16	03
2) Akbarpur	3	00	00	44
	2	00	13	44
	10	00	09	24
	11	00	00	10
	9	00	12	87

1	2	3	4	5
2) Akbarpur (Contd)				
	16	00	01	90
	13	00	04	59
	14	00	00	47
	15	00	00	85
	26	00	05	29
	353	00	10	44
	355	00	03	57
3) Kharida	62	00	05	52
	60	00	09	31
	61	00	05	65
	58	00	00	13
	55	00	12	42
	66	00	00	10
	54	00	09	88
	53	00	12	30
	52	00	09	49
	51	00	00	12
	48	00	09	93
	49	00	04	43
	44	00	01	01
	45	00	04	00
	75	00	00	17
	43	00	04	65
	76	00	15	86
	77	00	02	28
	40	00	08	03
	90	00	12	43
	89	00	00	12
	92	00	14	43
	93	00	13	11
	34	00	00	59
	94	00	05	91
	30	00	01	83
	29	00	02	63
	27	00	05	12
	26	00	08	62
	24	00	12	38
	25	00	10	01
	21	00	12	30
	156	00	08	48
	20	00	00	10
	157	00	12	65

1	2	3	4	5
3) Kharida (Contd)	175	00	04	70
	174	00	02	05
	158	00	09	71
	173	00	02	90
	172	00	11	94
	171	00	00	62
	170	00	05	55
	272	00	08	40
	270	00	05	10
	271	00	12	38
	287	00	18	08
	286	00	00	16
	285	00	23	67
	283	00	06	34
	284	00	22	14
	307	00	00	10
4) Pakhara	376	00	00	60
	37	00	22	57
	38	00	02	33
	36	00	00	28
	363	00	01	62
	35	00	02	24
	46	00	22	31
	47	00	03	63
	45	00	02	67
	58	00	06	57
	59	00	09	51
	60	00	07	73
	90	00	12	51
	84	00	00	46
	85	00	01	72
	87	00	11	47
	89	00	10	16
	88	00	05	37
	115	00	01	84
	120	00	28	12
	149	00	03	84
	124	00	01	65
	137	00	16	94
	138	00	00	59
	136	00	00	13
	135	00	10	38

1	2	3	4	5
4) Pakhara (Contd.)	134	00	11	54
	132	00	11	28
	131	00	03	13
	229	00	04	80
	230	00	05	80
	231	00	09	34
	232	00	09	37
	233	00	05	18
	237	00	01	40
5) Nampo	458/2910	00	01	51
	2911	00	00	53
	460/2914	00	10	36
	461/2915	00	08	11
	462/2916	00	12	82
	466/2920	00	15	88
	463/2917	00	00	10
	464/2918	00	02	97
	465/2919	00	10	88
	479/2939	00	13	09
	480/2940	00	00	10
	2913	00	02	92
	347/2783	00	05	18
	346/2782	00	20	85
	344/2780	00	00	58
	345/2781	00	08	96
	341/2777	00	00	34
	343/2779	00	07	41
	342/2778	00	09	24
	1020/4073	00	04	73
	503/2968	00	20	95
	504/2969	00	01	35
	505/2970	00	06	85
	506/2971	00	05	57
	510/2975	00	25	49
	511/2976	00	32	96
	3115	00	01	21
	567/3069	00	15	92
	555/3057	00	26	72
	566/3068	00	04	19
	556/3058	00	00	63
	557/3059	00	20	19
	558/3060	00	05	67

1	2	3	4	5
5) Nampo (Contd)	559/3061	00	01	87
	551/3053	00	18	87
	550/3052	00	00	33
	3336	00	01	29
	794/3318	00	05	64
	808/3332	00	11	82
	807/3331	00	06	43
	806/3330	00	09	99
	805/3329	00	10	91
	813/3338	00	00	10
	814/3339	00	00	25
	815/3340	00	00	98
	816/3341	00	04	60
	804/3328	00	09	81
	803/3327	00	16	63
	817/3342	00	00	74
	801/3325	00	17	36
	821/3448	00	17	34
	3454	00	01	10
	842/3471	00	13	67
	841/3470	00	05	90
	3469	00	00	53
	840/3468	00	05	50
	845/3474	00	03	01
	848/3477	00	11	01
	847/3476	00	01	69
	850/3479	00	00	10
	849/3478	00	29	20
	862/3491	00	14	19
	3492	00	02	16
	3498	00	02	65
	861/3490	00	01	76
	863/3499	00	08	98
	3497	00	00	10
	864/3500	00	09	51
	870/3506	00	23	88
	869/3505	00	04	30
	873/3509	00	14	36
	874/3607	00	00	97
	3606	00	10	95
	3572	00	09	46
	3573	00	06	71

1	2	3	4	5
5) Nampo (Contd)	3576	00	00	12
	3574	00	07	10
	3575	00	03	55
	3604	00	02	60
	3582	00	02	24
	3603	00	11	26
	3602	00	00	30
	3583	00	08	90
	3601	00	05	51
	3584	00	06	33
	3585	00	09	22
	3598	00	00	10
	1841	00	00	41
	1840	00	04	96
	3586	00	01	45
	1839	00	05	98
	1838	00	00	95
	1860	00	02	92
	1837	00	02	19
	1836	00	01	68
	1812	00	00	10
	1834	00	08	72
	1813	00	02	94
	1832	00	05	29
	1831	00	00	10
	1817	00	13	22
	1816	00	01	73
	1804	00	03	40
	1818	00	01	93
	1819	00	04	90
	1820	00	00	20
	1803	00	07	53
	1802	00	10	05
	1801	00	01	06
	1800	00	03	90
	1776	00	02	51
	1775	00	03	38
	1774	00	02	12
	1584	00	00	37
	1583	00	01	48
	1582	00	00	53
	1578	00	10	86

1	2	3	4	5
5) Nampo (Contd)	220/1577		94	40
	219/1576	30	10	38
	218/1575	00	00	00
	224/1604		08	28
	225/1605	00	03	00
	226/1606	00	20	00
	227/1607	00	04	00
	1571	00	01	50
	211/1559	00	17	00
	209/1506	30	08	30
	208/1505	00	00	00
	1509	00	56	00
	1510	00	03	20
	205/1502	00	00	33
	1498	00	04	28
	1500	00	04	16
	1499	00	04	88
	1497	00	06	34
	1495	00	00	10
	1496	00	05	80
	1486	00	00	21
	1478	00	00	28
	1479	00	07	37
	1485	00	07	21
	1484	00	00	37
	1483	00	00	36
	1480	00	01	89
	1459	00	00	87
	1460	00	19	19
	1450	00	00	10
	1449	00	01	90
	1448	00	00	40
	1447	00	11	93
	1446	00	05	03
	1237	00	05	16
6) Sarkatia	Nala bet VB & suy no. 282	00	04	26
	282	00	03	32
	47	00	02	16
	281	00	06	57
	48	00	01	23
	49	00	00	23
	52	00	05	33

1	2	3	4	5
6) Sarkaria (Contd)				
	51	00	01	37
	280	00	00	10
	53	00	04	95
	42	00	10	52
	55	00	05	26
	41	00	10	84
	40	00	00	77
	39	00	02	95
	36	00	00	13
	37	00	04	05
	38	00	07	67
	10	00	00	10
	34	00	02	55
	33	00	02	27
	32	00	00	17
	31	00	04	73
	35	00	02	88
	70	00	01	03
	30	00	06	32
	80	00	00	29
	72	00	04	98
	71	00	02	12
	73	00	03	64
	361	00	01	15
	79	00	02	31
	78	00	10	09
	77	00	00	24
	106	00	12	68
	104	00	00	70
	108	00	00	94
	107	00	06	94
	103	00	05	73
	101	00	10	37
	118	00	01	39
	362	00	08	49
	96	00	01	30
	95	00	15	04
7) Jagadabha				
	236	00	11	12
	229	00	00	24
	247	00	03	35
	228	00	04	72
	225	00	05	88

1	2	3	4	5
7) Jagadabha (Contd)	227	00	04	99
	226	00	08	69
	248	00	00	17
	221	00	16	23
	220	00	16	09
	215	00	00	12
	219	00	12	92
	218	00	01	95
	217	00	06	16
8) Sampatia	77	00	00	22
	76	00	02	46
	72	00	16	01
	68	00	01	49
	70	00	08	85
	69	00	05	50
	71	00	14	38
	61	00	08	55
	60	00	10	60
	47	00	10	00
	53	00	06	01
	52	00	03	29
	51	00	04	41
	33	00	06	96
	32	00	01	28
	35	00	00	96
	34	00	08	46
	40	00	03	55
	42	00	07	87
	43	00	01	42
	41	00	05	84
	152	00	05	12
	39	00	05	09
	157	00	05	97
	109	00	01	29
	158	00	05	70
	156	00	00	20
	155	00	03	83
	187	00	17	08
	154	00	00	11
	184	00	09	11
	182	00	07	35
	185	00	00	02

1	2	3	4	5
8) Sampatia (Contd)	174	00	00	08
	176	00	01	48
	181	00	04	52
	178	00	08	20
	177	00	00	05
	179	00	10	20
	180	00	02	38
	202	00	07	58

Mandal/Tehsil/Taluk:Remuna	District:Baleshwar	State:Orissa		
1) Alda	77	00	00	22
	76	00	02	46
	72	00	16	01
	68	00	01	49
	70	00	08	85
	69	00	05	50
	71	00	14	38
	61	00	08	55
	60	00	10	60
	47	00	10	00
	53	00	06	01
	52	00	03	29
	51	00	04	41
	33	00	06	96
	32	00	01	28
	35	00	00	96
	34	00	08	46
	40	00	03	55
	42	00	07	87
	43	00	01	42
	41	00	05	84
	152	00	05	12
	39	00	05	09
	157	00	05	97
	109	00	01	29
	158	00	05	70
	156	00	00	20
	155	00	03	83
	187	00	17	08
	154	00	00	11
	184	00	09	11
	182	00	07	35
	185	00	00	02
	174	00	00	08

1	2	3	4	5
1) Alda (Contd)	176	00	01	48
	181	00	04	52
	178	00	08	20
	177	00	00	05
	179	00	10	20
	180	00	02	38
	202	00	07	58

Mandal/Tehsil/Taluk:Bhograi	District:Baleshwar	State:Orissa		
1) Amidhangadia	276	00	11	45
	277	00	07	76
	291	00	01	07
	284	00	09	60
	283	00	00	36
	282	00	00	10
	374	00	02	78
	285	00	03	11
2) Nahara	1054	00	03	39
	199	00	05	83
	193	00	06	86
	194	00	03	46
	198	00	07	93
	181	00	05	71
	179	00	01	33
	180	00	05	51
	177	00	00	10
	174	00	04	74
	208	00	03	12
	173	00	10	27
	172	00	02	54
	170	00	00	16
	171	00	14	87
	160	00	04	65
	161	00	06	22
	162	00	00	11
	158	00	10	37
	157	00	12	13
	156	00	04	21
	155	00	04	18
	154	00	06	77
	101	00	00	18
	2041	00	03	39
	102	00	02	64
	104	00	13	15

1	2	3	4	5
2) Nahara (Contd)				
	103	00	14	86
	114	00	14	17
	116	00	00	43
	40	00	01	31
	115	00	04	69
	1601	00	00	10
	1602	00	16	70
	1603	00	00	10
	1619	00	05	25
	1617	00	01	83
	1618	00	04	13
	2044	00	00	10
3) Kuruntia	574	00	01	84
	466	00	07	99
	467	00	03	01
	468	00	23	71
	469	00	01	38
	471	00	06	54
	470	00	05	67
	472	00	01	13
	473	00	13	87
	474	00	00	10
	475	00	10	43
	482	00	08	57
	487	00	00	14
	483	00	07	83
	484	00	06	47
	485	00	03	38
	549	00	08	87
	546	00	00	13
	624	00	05	29
	548	00	14	32
	625	00	09	50
	542	00	02	75
	541	00	20	78
	539	00	01	88
	538	00	00	99
	629	00	02	93
	537	00	10	98
	536	00	01	29
	630	00	08	12
	534	00	04	55

	1	2	3	4	5
3) Kuruntia (Contd)					
	653		00	02	96
	663		00	16	99
	662		00	08	24
	661		00	01	43
	664		00	12	01
	659		00	00	98
	674		00	07	91
	669		00	05	19
	673		00	05	71
	675		00	00	20
	672		00	15	71
	670		00	01	04
	671		00	25	38
	76		00	00	15
	77		00	01	59
	84		00	02	53
	78		00	05	99
	81		00	13	64
	80		00	06	19
	82		00	06	22
	64		00	10	31
	63		00	02	38
4) Balim		1518		00	18
		1517		00	01
		1515		00	12
		1516		00	04
		1513		00	14
		1534		00	13
		1502		00	00
		1501		00	12
		1535		00	00
		1500		00	26
		1539		00	11
		1540		00	13
		1541		00	00
		1544		00	00
		1545		00	05
		1566		00	07
		1565		00	00
		1546		00	38
		616		00	00
		615		00	22
		614		00	00
		557		00	04
		2268		00	01
		559		00	00
		558		00	30
		552		00	08
		550		00	09
		551		00	12
		1226		00	00
		1708		00	32

1	2	3	4	5
4) Balim (Contd)	1707	00	01	07
	1709	00	00	45
	1710	00	22	78
	1714	00	26	97
	7117	00	02	04
	1713	00	09	59
	1718	00	02	44
	1751	00	04	50
	1750	00	04	72
	1749	00	12	48
	1745	00	04	24
	1725	00	10	06
	1728	00	22	78
	1731	00	02	46
	2126	00	00	10
	1733	00	17	81
	2125	00	00	57
	1734	00	04	65
	2124	00	06	03
	2014	00	12	58
	2015	00	00	59
	2013	00	03	57
	2012	00	10	93
	2011	00	04	88
	2010	00	10	39
	2022	00	00	64
	2009	00	00	10
	2008	00	05	31
	2023	00	19	20
	2026	00	00	46
	2028	00	04	15
	2029	00	07	02
	2030	00	14	81

Mandal/Tehsil/Taluk:Baisinga	District:Mayurbhanj	State:Orissa		
1) Shikarkhunta	119	00	10	73
	85	00	00	10
	41/82	00	37	10
	28/36	00	03	94
	41/81	00	00	10
	27/35	00	43	74
	30/38	00	09	41
	31/39	00	11	40
	30	00	05	54
	22/29	00	03	82
	28	00	03	48
	20/26	00	16	29
	6/7	00	13	45
	7/8	00	00	10
	19/21	00	28	62

श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 6 दिसम्बर, 2010

का.आ. 892.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी.सी.एल.के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बाच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय सं.-1, धनबाद के पंचाट (संदर्भ संख्या 39/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-12-2010 को प्राप्त हुआ था।

[सं. एल-20012/573/2001-आईआर (सी 1)]
डी. एस. श्रीनिवास राव, डंस्क अधिकारी

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 6th December, 2010

S.O. 892.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 39/2002) of the Central Government Industrial Tribunal-cum-Labour Court -1, Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. B.C.C.L. and their workmen, which was received by the Central Government on 6-12-2010.

[No. L 20012/573/2001-IR (C-I)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL NO. I, DHANBAD

In the matter of a reference U/s.10 (1) (d) (2A) of I. D. Act

Reference No. 39 of 2002

Parties : Employers in relation to the management of
Ena Colliery, Kustore Area of M/s. B.C.C.Ltd.

And

Their workmen

Present : Shri H. M. Singh, Presiding Officer

APPEARANCES:

For the Employers : Shri U. N. Lal, Advocate

For the Workman : Shri N. G. Arun,
Organising Secretary,
R. C. M. S., Dhanbad.

State : Jharkhand.

Industry : Coal.

dated the 22nd Nov. 2010

AWARD

By Order No. L 20012/573/2001-IR dated 6-12-2010 the Central Government in the Ministry of Labour has, in exercise of the powers contained in clause (d) of sub-section (1) and subsection (2A) of Section 10 of the Industrial Disputes Act, 1947, after hearing the following dispute for adjudication to this Tribunal,

SCHEDULE

"क्या मैसर्स भा.को. को. लि. के कुस्तोप शेवर कॉम्पनी वाले एना फायर प्रोजेक्ट में कार्यरक कर्मचारी थी जहांग उद्दल, गोपालगढ़, कल्कटा ग्रेड-I, कार्यरक एकाउन्टेंट को दिनांक 01.01.1989 के पद पर नियमित नहीं करना तथा एकाउन्टेंट के पद का नियमित देना न्यायिक एवं विधिक दृष्टि से उचित सही एवं तक पूरा होना नहीं तो कर्मकार किन लाभों को पाने का हकदार है तथा किस तरह से ?"

2. The case of the concerned workman is that he was at first appointed in 1983 as a Category -I worker. Subsequently he was regularised as Accounts Clerk in Grade-II w.e.f. 25-8-89 vide Office Order dated 14-10-89 of Headquarters, Koyla Bhawan. Due to his efficiency he was promoted to Clerical Grade-I vide Office order dated 27-10-1993 by the Dy. C. P. M. Kustore Area. The management Due to medical unfitness of H. L. Burnwal, the concerned waorkman has been authorised to take up his duty and jobs. Since 1-2-94 the concerned workman has been regularly and continuously performing the job of Accountant without complain and has put in more than 240 days attendance in a year, in the job of Accountant. During the course of his employment as Accountant he has been performing the jobs performed by Sri Burnwal like checking of all payment vouchers, credit vouchers and other related documents , Cash Book, Imprest Cash Book Signining of Cash Book, physical verification of Cash pay vouchers of Bank for onward transmission to Area, Advance ledger, Cost sheet and checking of all miscellaneous bills and pay orders. As such, the concerned workman has been performing the job of Accountant for the last nine years and still continuing . The certified standing order of the company defines a permanent employee as one who performs a permanent nature of job for a period of six months or more.

It has been prayed that the Hon'ble Tribunal be graciously pleased to pass an award directing the management to regularise the concerned workman in the post of Accountant with proper grade from 1-2-1994.

3. The case of the management is that the concerned workman was appointed on 14-5-83 as Survey Apprentice. Subsequently vide office order dated 23-7-88 he was placed as Accounts (Trainee) w.e.f. 23-7-88. After one year he was regularised as Accounts Clerk in Gr. II w.e.f. 25-8-89 vide office order dated 14-10-89. As per recommendation of the D. P. C. he was promoted to the post of clerk Gr. I (Finance) vide office order dated

27-10-1993. The concerned workman has been working as per his designation as Clerk Gr. I in Finance Cadre. The demand of the union/workman for regularisation as Accountant w.e.f. 1-2-94 just after three months of his promotion in Clerical Grade-I is not fair, proper and justified.

It has been prayed that the Hon'ble Tribunal be graciously pleased to answer the reference in favour of the management by holding that the concerned workman is not entitled to get promotion/regularisation by bypassing the stage and other seniors who are eligible in the company.

4 Both the parties have filed their respective rejoinders admitting and denying the contents of some of the paragraphs of each other's written statement.

5. The concerned workman examined himself as WW-1 (Zahiruddin) and proved documents as Exts. W-1 to W-27.

The management has produced MW-1 (Saroj Kumar Pandey) and proved documents, Ext. M-1, M-2 and 'X' for identification.

6. Main argument advanced on behalf of the workman is that he is working as Accountant w.e.f. 1-2-1994 but he has not been regularised in that post. He is getting the salary of Accounts Clerk Grade-I so the management directed to regularise him for the post of Accountant w.e.f. 1-2-1994. He is working at Kusunda Area of Ena Colliery. In this respect it is argued by the management that the post of Accountant is promotional post. The Accounts Clerk Grade-I cannot be regularised to the post of Accountant. It has also been argued by the management that the post of Accountant is filled through D.P.C. at Headquarters and seniority list is also maintained at Headquarters and as per seniority -cum-merit the D.P.C. selects and promotes through Headquarters to the post of Accountant.

Another argument advanced on behalf of the workman that letters had been written to him for regularisation to the post of Accountant, but that has not been done by the management. In this respect the evidence of the concerned workman is very much material.

The concerned workman (WW-1) has stated in cross-examination that I was appointed in the year 1983 as Survey Apprentice and he applied for Accounts (Trainee) in the year 1988 and was appointed as Accounts (Trainee) on 23-8-88 and had been regularised as Accounts Clerk Gr. II on 25-8-89. He was promoted to the post of Clerk Gr.I Finance Department on 27-10-93 through D.P.C. then he was promoted to Special Grade Clerk in Finance Department on 9-9-2002 through D. P.C. and since then he is working as such and he is getting the salary of special Grade Clerk. He has also stated that 'I was never superseded by my junior.' After Special Grade Clerk the promotion is made to the

post of Accountant in Technical & Supervisory Gr. 'A' by D.P.C.promotion to the post Accountant is made by; Headquarters. I working in Area. It is not necessary four years experience for promotion for Accountant. Promotion is made on the basis of merit-cum-seniority. Seniority of Special Grade Clerk is maintained at Headquarters. I cannot say my seniority at Headquarters. Through D.P.C. Special Grade Clerk is promoted to Accountant. Seeing the statement of the concerned workman it shows that the post for which he is claiming is filled up by Headquaters through D.P.C. He is working at area office and also he has got no knowledge that where his seniority stands in Special Grade-I at Headqruters. So, when the post of Accountant is promotional post and promotion is made by D.P.C. through Headquarters, then he can not be regularised on promotional post.

As per Ext. M-1 it is Cadre scheme for Ministerial Staff -Accounts Personnel which shows that for Clerical Spl. Grade who are matriculation can be promoted through D.P.C. as Accountant and there is a minimum of 25% of vacant posts will be filled up by direct recruitment of those passed in Intermediate examination of ICWA/CA. As per Ext. M-2 - Promotional Channel -(i) selection shall be made on the basis of merit -cum-seniority for the post upto Clerical Grade-I and for Clerical Grade Special. But as per clause (ii) the promotional zone for filling the post upto Clerical Grade Special will be Area or Company as per prevailing practice in the respective company, but for Technical Grade 'A' will be the Company only.

The management's witness (MW-1) has clearly stated that the concerned workman has been promoted to the post of Clerk Grade-I which he accepted and getting wages of Clerical Grade-I. The post Accountant is promotional post which is filled up by D.P.C. through Headquarters. It shows in the circumstances that the concerned workman cannot be regularised in promotional post which is filled up by D.P.C. through Headquarters. He is working at Area office and he has got no knowledge about his seniority at Headquarters. By order of the area management to discharge the work Accountant he cannot be regularised to the post of Accountant.

7. The concerned workman referred Awards Digest Vol-XXVII-9-10 September -October 2001 page 260 in which Hon'ble Supreme Court has laid down that regularisation of service- Writ petitioners working as helpers and skilled workers is different department of the company for long period of 3 to 10 years continuously - Their engagement was treated as casual labour on daily wage basis . The High Court disposed of the writ petition by directing the company to evolve a scheme of absorbing the petitioners- Keeping in mind the mandate of the Constitution under Articles 38 (1), 39 (c) and 43 the Supreme Court did not interfere the directions issued by the High Court.

Another law referred by the concerned workman is Awards Digest Vol. XXVII-1-2 January-February, 2001 page 43 in which Hon'ble Allahabad High Court laid down "Constitution of India, Art. 14 - Regularisation of services of daily rated employee : Held keeping an emmployee on daily wages for continuously 18 years was violative of Article 14. The Management was directed to regularise the services of such daily rate employee."

Another law referred by the workman is Awards Digest Vol-XXVII-1-2:15 page 47 in which Hon'ble Allahabad High Court also held Casual Labour : Regularisation could not be denied after 20 years on the grounds that the casual labour was not able to read and write simple sentences.

The workman also referred Awards Digest Vol- XXX-3-4 page 110 in which Hon'ble M.P. High Court laid down held that the party in possession of the document should produce the same even though the burden of proof may not be on that party. Non-production of record may lead to adverse inference. High Court quashed the finding of the Labour Court that workman worked for 175 days because that was not based on the muster roll, the production of which was with held by the management.

The concerned workman also referred Awards Digest Vol-XXVI-11-12 November -December, 2000 page 346 in which Hon'ble Andhra Pradesh High Court laid down - The Industrials Disputes Act, 1947, Sec. 10- The Limitation Act, 1963, Sec. 137 - Schedule to the provision of Section 137 of the Limitation Act do not apply to proceedings under the Industrial Disputes Act and relief cannot be denied merely on the ground of delay.

8. In the present case it shows that the concerned workman demanded regularisation on the promotional post which is filled by D.P.C. through Headquarters where the Headquarter maintains seniority list of the total areas where persons are working as Account Clerk Grade-I. So the demand by the concerned for regularisation in the post of Accountant does not seem to be justified .

9. Accordingly, I render the following award –

The action of the management in not regularising the concerned workman to the post of Accountant w.e.f. 1-2-1994 is justified and the concerned workman is not entitled to any relief.

H. M. SINGH, Presiding Officer

नई दिल्ली, 4 मार्च, 2011

का.आ. 893—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स डब्ल्यू मी. एल. के प्रवंभतत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक

अधिकरण, नागपुर के पंचाट (संदर्भ संख्या 183/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-3-11 को प्राप्त हुआ था।

[सं. एल-22012/578/1996-आईआर (सी-II) : ।

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 4th March, 2011

S.O. 893—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 183/2002) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of WCL and their workmen, received by the Central Government on 4-3-2011.

[No. L-22012/578/1996-IR(C-II)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE SHRI J. P. CHAND, PRESIDING OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR

Case No. CGIT/NGP/183/2002 Date: 21-2-2011

Petitioner/Party No. 1

The Secretary,

Rashtriya Koyalak Khadan Mazdoor Sangh, (INTUC), Plot No. 604,

Giripeth Post Office,
Nagpur- 440010

Versus

Respondent/Party No. 2

The Sub Area Manager.
Saoner, Sub Area of WCL,
At & PO, Saoner,
Distt. Nagpur.

AWARD

(Dated : 21 February, 2011)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), vide order No. L- 22012/578/96-IR (C-II) dated 15-12-1998, had referred the industrial dispute between of the employers, in relation to the management of WCL and their workman, Shri Gyaneshwar Choudhary to the Central Government Industrial Tribunal Jabalpur with the following schedule :-

"Whether the action of the management of Saoner Sub-Area of WCL, PO. Saoner, Distt. Nagpur in dismissing the services of Shri Gyaneshwar

Choudhary, Security Guard w.e.f. 16/18-9-95 is valid, proper and justified ? If not, to what relief the workman is entitled to?"

It is necessary to mention here that, subsequently, as per the prayer of the union of the workman, the reference had been transferred to the CGIT, Mumbai by order dated 20-5-1999. However, after establishment of the CGIT, Nagpur by the Central Government, by order No. L-22012/ 578/96-IR(C-II) dated 1-2-2002, the reference was transferred to this Tribunal for disposal according to law.

2. After receipt of the reference, parties were noticed to file their respective statement of claim and written statement and accordingly the workman, Shri Gyaneshwar Choudhary ("the workman" in short) through the union, "Rashtriya Koyalak Khadan Mazdoor Sangh (INTUC) ("the union" in short) filed his statement of claim, whereas, the management of WCL ("WCL" in short) filed their written statement.

The case of the workman as per his statement of claim is that he was interviewed and selected as Security Guard by the Chief Security Officer of WCL in the year 1985 and was posted to Saoner sub area and while he was working as such, by office order No. WCL/SAM/SNR/00/95/195 dated 19/20-4-95, the Sub-Area Manager, Saoner Sub Area of WCL placed him under suspension on the ground of his involvement in coal theft, as per the report of the Security Inspector, Saoner Sub-Area and transport contractor, Shri Himmatlal Agrawal, with a direction to report to the Security Officer every working day at 10.00 AM and not to leave the station, without the permission of the Security Inspector and he was issued with a charge sheet on 18-5-1995, being charged under the certified standing orders No. 26.1, 26.13, 26.16 and 26.22 and he submitted his reply to the said charge sheet on 27-5-1995, denying the charges leveled against him, but, departmental enquiry was constituted by the Sub-Area Manager, Saoner Sub-Area by letter dated 14-6-1995 and one Shri S. C. Gupta, Manager, WCL, Saoner Mine No.2 was appointed as the Inquiry Officer and one Shri P.D.Kawle was appointed as the management representative and by letter No.WCL/SOM/SNR/ENG/95/2408 dated 13-9-1995, he was supplied with a copy of the report of the Inquiry Officer together with proceedings of the enquiry, but was not issued with any second show cause notice, while supplying the enquiry report including the quantum of punishment proposed to be imposed on him as required under the certified standing order and vide his letter dated 13-9-1995, he intimated the Sub-Area Manager about the receipt of the copy of the enquiry report and proceedings without enclosures and about his challenging the validity of the charge sheet under Standing Order No.28.2 of the certified Standing Orders of WCL and about his filing on application on 10/11-7- 1995 in the Central Government

Labour Court/1st Labour Court of Nagpur, to decide the application and interpretation of standing orders, under Section 13-A of IE (SO) Act, 1948, impleading the Inquiry Officer as one of the respondents and though, the Labour Court issued notice to the Sub-Area Manager, Inquiry Officer and Presenting Officer directing them to file their reply, they did not file any reply, so the 1st Labour Court passed ex-parte orders holding the departmental enquiry to be unfair and the union had raised an industrial dispute before the ALC (C), Nagpur regarding the unfair means adopted in the disciplinary proceeding and in view of the pendency of the matter before the 1st Labour Court and ALC, he requested not to proceed ahead with the action of imposing punishment against him, basing on the invalid charge sheet, enquiry and inquiry report, but, in spite of such protest and intimation, the Sub-Area Manager vide his letter dated 16-9-2005, dismissed him from service, with immediate effect and the conciliation proceedings before the ALC (C) , Nagpur also ended in failure and such failure report was submitted to the Central Government by the ALC (C), Nagpur.

It is further pleaded by the workman that the charge sheet filed against him was invalid and bad in law on the ground that though he was put under suspension by office order 19/20-4-1995, the charge sheet was submitted on 18-5-1995, after a period of one month, which was in violation of the provision of the standing order No.28.2, which provides submission of charge sheet within three days of suspension of the workman from duty and on 11-7-1995, he also made representation stating the charge sheet to be time barred. The further case of the workman is that while issuing the charge sheet, the copy of the complaint received against him was not supplied to him and thus he was denied the reasonable opportunity to defend himself and he was appointed by the Chief Security Officer of WCL in 1985 and as such, the Chief Security Officer was his Disciplinary Authority to issue any charge sheet against him and in the charge sheet there was no mention about taking of approval of the Chief Security Officer for submission of the charge sheet and therefore the charge sheet issued on 18-5-1995 by the Sub-Area Manager was without any authority or jurisdiction and the departmental enquiry held by the Inquiry Officer during the pendency of his application challenging the submission of the charge sheet before the 1st Labour Court was bad in law and the order the dismissal was also invalid as no permission was sought by the management from the Labour Court and so also, as no prior approval of the Chief Security Officer was taken as required under Order 2.3 of the Standing Order and while dismissing him from service, his past unblemished and clean service record was not taken into consideration, as mandatorily required under certified Standing Orders No.28.7 and therefore, the orders of dismissal is bad in law and subsequent to his dismissal, he has not been gainfully employed anywhere.

and the Sub-Area Manager appeared in the enquiry as a witness and also passed the order of dismissal and as such, the action of the Sub-Area Manager was biased and bad in law and management had charge sheeted and placed under suspension Shri D. Y. Kale, Dy. Chief Security Officer, in the same incident of theft of coal and though the management held departmental enquiry against him, waited till his date of retirement, without imposing any punishment and after the retirement of Shri Kale, imposed minor penalty of forfeiture of Rs.25,000 from his gratuity and thus management adopted discriminatory attitude against him and though other employees were also charge sheeted in the case and were suspended alongwith him, subsequently they were allowed to resume duty, but he was continuously placed under suspension till his dismissal from service, which also indicates the discriminatory attitude of the management towards him. The workman has prayed to quash and set aside the order of dismissal dated 16-9-1995 and to reinstate him in service with full back wages and other consequential benefits.

3. The WCL file its written statement pleading inter-alia that though the workman, as a Security Guard was required to legally, morally and officially to protect the property of the organization, he committed the act of misconduct, breach of trust and cheating in connection with to the day-to-day affairs entrusted to him, resulting in issuance of a charge sheet on 18-5-1995 (wrongly mentioned as 18-5-2000 in the written statement) on various grounds involving moral turpitude and the misconduct committed by the workman was highly prejudicial to the interest of the WCL and its smooth working and after the charges have been duly proved, the workman was dismissed from the service, vide order dated 16-9-1995 after following the due procedure, as laid down and the workman had admitted his guilt before his superior officers' and a statement to that effect was recorded on 15-4-1995 by the management, whereby, he conceded to have acted dishonestly, but, after the receipt of the charge sheet and in due consultation with the union, the workman changed his statement stating that the previous statement given by him was due to mental pressure, which is nothing but motivated false hood and after thought and in view of the specific admission of guilt, the claim is liable to be dismissed on the said sole ground and 12-4-1995, the workman indulged himself in the misconduct, as he permitted the truck bearing No. MH-31 M-3451, without unloading coal, to leave the premises, in the capacity of a security guard, in collusion with one Mr. Hemanta Rusinga, Clerk, who was also charge sheeted and the workman also tampered with records by making false entries there in and he was charge sheeted on 18-5-95 and the workman submitted his reply on 27-5-95, which was not found satisfactory and as such, Shri S. C. Gupta, Mine Manager was appointed as the Inquiry

Officer and the workman was given every opportunity to defend the case and the workman was duly served with copies of the proceedings and all the documents and the workman was only interested in protracting the matter, which is evident from his letter dated 24-7-95, whereby, he had prayed for staying the enquiry proceedings, which was not done in view of the judgement of the Hon'ble Apex Court reported in 2005(5) SCC - 457 and there was no stay order from the Labour Court and the principles of natural justice had been duly complied by the Inquiry Officer and the findings of the Inquiry Officer are based on evidence on record and the 2nd show cause notice was issued after the supply of the enquiry report and the Inquiry Officer acted fairly, while conducting the enquiry and whereby, he held that charges under 26.16 were not proved and the remaining charges proved are sufficient to dismiss the workman and standing order No.28.2 is directive and not mandatory, so as to avoid inordinate delay in filing charge sheet and the Sub-Area Manager is the head of the Mine and he is the Appointing Authority and as such, the allegations that charge sheet is without any authority is nothing but wild imagination and Shri Nawab Ansari was discharged by the Hon'ble High Court in criminal Application No.970/ 1996, as per the order dated 24-3-99 as there was no allegation against him, but the Hon'ble High Court found substance in the allegations against the workman and refused to discharge him and as such, the workman cannot seek parity with Shri Nawab Ansari and there was no discriminatory attitude against the workman and as such, the workman is not entitled for any relief.

4. It is necessary to mention here that as this is a case of dismissal from service after holding of a domestic enquiry, the validity of the departmental enquiry was taken for consideration as a preliminary issue and vide order dated 11-7-2007, it has been held that the enquiry was proper and legal and by following the principles of natural justice.

5. At the time of argument, the following points were raised on behalf of the workman by the union representative:

- There was delay and latches in issuing the charge sheet to the workman.
- The enquiry was defective and there was denial of principles of natural justice to the workman by the Inquiry Officer.
- The findings of the Inquiry Officer are perversed.
- While imposing the punishment of dismissal from service, the past clean service record of the workman was not taken into consideration by the Disciplinary Authority.

(e) Discriminatory attitude was shown by the management while punishing the workman by way of dismissal from service, whereas a minor punishment of forfeiture of an amount of Rs.25,000 from the gratuity was imposed against Shri D.Y.Kale, the ex-Deputy Chief Security Officer after his retirement, even though he was found guilty of the same charge, while he was still in service.

(f) Reasonable likelihood of bias on the part of the Disciplinary Authority, and

(g) The workman was acquitted in the criminal case instituted against him and as the departmental enquiry was based on identical and similar facts and evidence, the order of dismissal passed against the workman is liable to be set aside.

(6) Before delving into the merit of the contentions raised on behalf of the workman, I think it proper to mention here that while passing orders on the validity of the departmental enquiry, the points raised regarding the delay in submission of the charge sheet against the workman, the enquiry was defective and there was denial of principles of natural justice to the workman by the Inquiry Officer, enquiry was completed during the pendency of the case filed by the workman challenging the submission of the charge sheet before the Labour Court, charge sheet was not issued by the proper authority but issued by the Sub-Area Manager, and that the Sub Area Manager, who issued the charges sheet and passed the order of dismissal appeared as a witness in the departmental proceeding and thereby there was biased attitude towards the workman were considered and answered against the workman. Therefore, the first two points raised on behalf of the workman regarding delay in submission of the charge sheet and enquiry was defective need no consideration again.

7. So far the third contention regarding perversity of the findings of the Inquiry Officer is concerned, it was submitted that the Inquiry Officer did not speak in his enquiry report about the time barred charge sheet and the Inquiry Officer did not mention any reason for not summoning the complainant, contractor Shri Himmatal Agrawal to give evidence in the enquiry, therefore the findings are perversed and deserve to be rejected.

In reply, it was submitted by the management that the workman had admitted his guilt before his superior officers and a statement to that effect was recorded on 15-4-1995 by the management, where he admitted to have acted dishonestly, but, after receipt of the charge sheet and due consultation with the union, he changed his statement stating that while giving the earlier statement he was under mental pressure, which is nothing but

motivated falsehood and after thought and ~~and~~ findings of the Inquiry Officer cannot be said to be perverse, as the Inquiry Officer has not mentioned anything about late submission of the charge sheet, as because, such findings are based on the evidence on record and Shri Agrawal was not examined as a witness as he is a stranger and management was able to prove the charges by examination of materials witnesses and production of the required documents and management did not think it necessary to examine Shri Agrawal as a witness.

It is necessary to mention here that while considering the validity of the departmental enquiry, the submissions regarding the delayed issue of the charge sheet were considered by this Tribunal and it was found that though the charge sheet was issued after about a month from the date of the order of suspension, the same cannot be taken as a ground for vitiating the enquiry and the provisions of the standing order referred to are only directive and cannot be treated as mandatory and before starting of the enquiry, there was correspondence and representation on behalf of the petitioner and the management had explained and informed him the reasons for the delay and even a report was lodged in the police station and in such circumstances, issuing of charge sheet after one month cannot be treated as unnecessary delay and the delay was not with any ulterior motive. In view of such findings, it cannot be said that as the Inquiry Officer did not mention anything in his enquiry report about the delay in submission of charge sheet, the findings should be treated as perverse.

So far the non-examination of Shri Himmatal Agrawal is concerned, on perusal of the document of the departmental enquiry, it is found that the copy of the F.I.R. submitted by Shri Agrawal has been marked as management document No.3. It is clear from the copy of the F.I.R. that Shri Agrawal was not an eye witness to the occurrence and he came to know about the incident being informed by his supervisor. The supervisor of Shri Agrawal has been examined as a witness. So due to non-examination of Shri Agrawal, the findings of the Inquiry Officer cannot be held to be perverse. Hence, I find no force in the contention raised by the union representative on behalf of the workman.

8. The next contention raised was regarding non-consideration of the past clean record of the workman, while imposing the punishment of dismissal from service. It was submitted by the union representative on behalf of the workman that clause 28.6 (the correct clause is 28.7) of the certified standing orders provides that, "In awarding the punishment gravity of the misconduct, previous record of the workman and any other extenuating aggravating or circumstances that may exist shall be taken into account and in this case as the past clean and unblemished record

of the workman was not taken into consideration by the Disciplinary Authority at the time of imposing the punishment, imposition of the punishment is illegal and unfair. In reply, it was submitted by the learned advocate for the management that awarding of punishment is the discretion of the Appointing Authority and the allegations are very serious and the workman was holding position of trust and commission of theft, fraud and dishonesty in forfeiture of that trust and continuance of the workman in service was detrimental to the discipline and security of the business of the employers and in view of the proved serious misconducts, there was no question of consideration of the past record and it was the discretion of the employer to consider the same in appropriate cases and as such, even if nothing has been mentioned in the order of dismissal passed against the workman, by the Disciplinary Authority regarding consideration of the past record of the workman, the order of imposition of the punishment cannot be said to be illegal. On perusal of the materials on record and taking into consideration the submissions made by the parties, I find force in the submission made by the learned advocate for the management and hold that in view of the proved serious misconducts against the workman, cannot be said that as the past service record of the workman was not considered at the time of imposition of the punishment by the disciplinary proceeding, the punishment is illegal.

9. The next question raised is regarding showing of discriminating attitude by the management towards the workman in imposing the punishment. According to the submission made by the union representative for the workman, Mr. Sharma, the Party No.1 falls within the meaning of 'state' in accordance to Article-12 of the Constitution and as such, its action should not be discriminatory but in this case, the action taken against the present workman is discriminatory as charge sheet had also been submitted against Shri D.Y.Kale, Deputy Chief Security Officer for commission of the alleged theft of coal and after holding of departmental enquiry, he was found guilty of the charges by the Inquiry Officer and the enquiry was concluded against him in 1996 and Shri Kale retired on superannuation on 31-10-97, but no punishment was imposed upon Shri Kale during his service but after his retirement, a punishment of forfeiture of Rs.25,000 as penalty to be recovered from his gratuity was imposed, which can be considered to be a very minor penalty in comparison to the punishment of dismissal from service imposed against the workman for commission of alleged identical offence of theft of coal and as such, the punishment can be held to be discriminatory, excessive, harsh and illegal and unjustified.

On the other hand, it was submitted by the learned advocate for the Party No.1 that during the pendency of the departmental enquiry, Shri Kale was retired from service on superannuation and as such, the punishment of forfeiture of Rs.25,000 out of the gratuity of Shri Kale was imposed against him and there is no force in the contention that the departmental enquiry was concluded in 1996 and no punishment was imposed, while Shri Kale was in service. The workman has filed the documents in regard to the departmental enquiry of Shri Kale. On perusal of the said documents, it is found that the enquiry report was submitted by the Inquiry Officer in the departmental enquiry conducted against Shri Kale on 10-11-97, which was after the retirement of Shri Kale on superannuation, as according to the workman, Shri Kale retired on 31-10-97. Hence, I do not find force in the contention raised by the union representative that there was discrimination against the workman.

10. Placing reliance on the decision reported in (Mrs. Kiran Agrawal Vs Chief Secretary to the Govt), 2008 LABIC - 1854 (Himachal Pradesh) it was submitted by the union representative on behalf of the workman that in this case, the Sub-Area Manager, WCL, Saoner Sub-Area, Mr. R.M.Moghe, who was the Disciplinary Authority conducted the preliminary enquiry, issued the charge sheet and suspension order of the workman and also appeared as a witness in the departmental enquiry and also passed the order of dismissal from service against the workman by accepting the enquiry report and as such, it can be held that there was likelihood of bias and as such, the disciplinary proceeding is vitiated. However, with respect, I am of the view that the decision mentioned above has no application to the present case in hand, as the facts and circumstances of the case referred in the decision are quite different from the facts and circumstances of the case at hand. Moreover, while deciding the validity of the enquiry, it was ordered that, "there is nothing wrong in the Sub Area Manager appearing as a witness in the enquiry proceedings and he was fair enough to offer himself for cross-examination and he was not a direct witness and he had explained as to how he learnt about the incident from the Police and asked his officers to be careful as Police investigation was in progress". On perusal of the materials on record, it is found that there is nothing on record to show any biasness towards the workman by the Sub- Area Manager.

11. The last point raised on behalf of the workman was that a criminal case had been instituted against the workman by the Police in connection with the alleged incident of theft and after completion of full trial, the workman had been acquitted from the charges and as such, the punishment of dismissal from service should not have

been passed against the workman. The workman has filed the copy of the judgement of the case bearing RCC No. 362/95, from which it is found that the workman was acquitted in the said case on 20-2-2003. The workman faced his trial in the said criminal case u/s 406/34 I.P.C. However, in the departmental proceeding, the workman faced the enquiry of commission of theft, fraud and dishonesty. The witnesses examined in the departmental proceeding and in the criminal proceeding were not the same. Moreover, the imposition of the punishment against the workman was on 16-9-95, which was much prior to the judgement of the criminal proceeding. It is well settled that there is nothing wrong in parallel proceedings being taken one by disciplinary proceeding and the other in the criminal court and the pendency of the court proceeding does not bar the taking of disciplinary action and the power of taking such action is vested in the Disciplinary Authority and criminal case and departmental proceeding operate in distinct and different jurisdictional areas. In departmental proceedings, factors operating in the mind of disciplinary authority may be many, such as enforcement of discipline, or to investigate level of integrity of delinquent or other staff and the standard of proof required in those proceedings is also different from that required in a criminal case and while in departmental proceedings, the standard of proof is one of preponderance of probabilities, in a criminal case, the charge has to be proved by the prosecution beyond reasonable doubt. In this case, the findings of the Inquiry Officer are based on the materials on record of the departmental enquiry and the order of punishment passed in the departmental proceeding was much earlier to the judgement of the criminal proceeding. Hence acquittal of the workman in the criminal case does not have any bearing in the findings of the Inquiry Officer and the punishment imposed against the workman.

12. So far the quantum of punishment is concerned, it is well settled that punishment imposed by Disciplinary Authority unless shocking to the conscience of the Court/Tribunal is not subject to judicial review. On perusal of the materials on record and the act of misconducts committed by the workman, it is found that the punishment of dismissal from service is not at all disproportionate and as such, there is no scope to interfere with the punishment. Hence, it is ordered:

ORDER

The action of the management of Saoner Sub Area of WCL in dismissing the services of Shri Gyaneswar Choudhury, Security Guard, w.e.f. 16/18-9-1995 is fair, proper and justified and the workman is not entitled to any relief.

J. P. CHAND, Presiding Officer

नई दिल्ली, 4 मार्च, 2011

का.आ. 894—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स डब्ल्यू सी.एल. एवं के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम-न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 227/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-3-2011 को प्राप्त हुआ था।

[सं. एल-22012/555/1999-आईआर (सी-II)]

डॉ. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 4th March, 2011

S.O. 894—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 227/2000) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of WCL and their workmen, which was received by the Central Government on 4-3-2011.

[No. L 22012/555/1999-IR (C-II)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE SHRI J. P. CHAND, PRESIDING OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR

Case No. CGIT/NGP/227/2002 Date: 22-2-2011

Party No. 1

The General Manager,
Western Coalfields Ltd., Nagpur Area,,
Jaripatka, Nagpur

Versus

Party No. 2

The Lt. General Secretary,
Rashtriya Koyalak Khadan Mazdoor Sangh,
(INTUC), Plot No. 604, Behind Giripeth
Post Office, Opp. RTO,
Nagpur.

AWARD

(Dated : 22nd February, 2011)

This is a reference made by the Central Government in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), for adjudication of the industrial dispute between the employers, in relation to the management of the General Manager, WCL and their workman, Shri Hemant Kumar Rushiya ("the workmen" in short) as per letter

is O.L-22012/555/99-IR (CM-II) dated 27-7-2000, with the following schedule :—

"Whether the action of the management of Western Coalfields Ltd., Saoner Sub Area, Saoner, Distt. Nagpur (Rep. by Sub Area Manager) in dismissing the services of Sh. Hemant Kumar Rishiya, Ext-Clerk, Gr. II w.e.f. 16-1-96 is legal and justified ? If not, to what relief the workman is entitled and from what date ?"

2. Being noticed, on behalf of the workman Shri Hemant Kumar Rishiya ("the workman" in short) his union, "Rashtriya Koyal Khadan Mazdoor Sangh (INTUC)" filed the statement of claim, whereas, the management of WCL filed their written statement.

According to the statement of claim, the workman was in employment of WCL and was a permanent workman and he was initially appointed on 29-2-88 and by virtue of his loyal, able and efficient services, he was selected and promoted as Clerk Grade-II and he was placed under suspension by Sub Area Manager, Saoner Sub Area, by the Office Order dated 19/20-4-95 and he was served with a charge sheet dated 18-5-95, under clause Nos. 26.1, 26.12, 26.16 and 26.22 of the certified standing orders and the workman by his representation dated 22-5-95 requested for supply of copies of the complaint said to have been given against him as mentioned in paragraph No.1 of the charge sheet and by order dated 25/26-5-1995 of the Sub-Area Manager, a copy of the statement of the workman dated 15-4-95, given before the management was given to him and on 27-5-1995, he submitted his reply to the charge sheet, but the management vide order dated 16-9-1995, initiated a departmental proceeding and appointed Shri R. K. Sharma, Superintendent of Mine, Saoner Mine I as the Inquiry Officer and vide letter dated 30-9-1995, the workman requested to the Inquiry Officer to allow him to engage Advocate, Shri V. D. Metkar to defend him, but his request was rejected by the Inquiry Officer and on 30-9-1995, the workman requested to supply him the 14 documents connected with the enquiry, but by letter dated 30-5-1995/4-10-1995, the Inquiry Officer supplied copies of only five documents and the departmental enquiry was conducted on various dates but the Inquiry Officer did not give the workman fair and reasonable opportunity and refused to stay the departmental enquiry till disposal of the criminal case filed against him by the Police authorities of Saoner Police Station and the on 5-10-1995, the day of the first sitting of the enquiry, the Inquiry Officer rejected the request of the workman for supply of the copies of the rest documents as asked by him on 30-5-1995 and thus, the Inquiry Officer denied to afford fair and reasonable opportunity to the workman and the Inquiry Officer did

not explain the procedure of the enquiry and the Inquiry Officer held defective enquiry adopting partial attitude in favour of the management with a motive and object to bring home the charges by hook or crook against the workman, even though the charges levelled against the workman were unfair, baseless and time barred.

The further case of the workman is that that in the complaint dated 19-4-1995 made by Himmatal Agrawal Contractor to the General Manager, WCL, Nagpur and the F.I.R. dated 13-4-1995, submitted by Shri Himmatal Agrawal before the Police were placed before the Inquiry Officer as documents No. D-5 and D-6 by the management, the complainant, Shri Himmatal Agrawal was not examined as a witness, as a result of which, the workman did not get the opportunity to cross-examine him and the documents D-5 and D-6 were also not proved through the said witness, so the enquiry was defective and findings of the Inquiry Officer there upon are also perverse and unfair and officers on higher rung than the Inquiry Officer were examined in the enquiry and to please them, the Inquiry Officer conducted the enquiry unfairly and the evidence of the witnesses of the management was inconsistent and there was no legal evidence to hold the charges to have been proved against the workman and though Shri D.Y. Kale, Dy. Chief Security Officer and one Shri Nawab Ansari, Ex Security Guard were also chargesheeted by the management on similar and identical charges and were found guilty in the departmental enquiries held against them, no penal action was taken against them, but the departmental enquiry against the workman was held in a haste and order of dismissal from service was passed against him and thus he was discriminated and the same is sufficient to quash and set aside the order of dismissal passed on 16-1-1996 and the charge sheet was not served on the workman within three days as required by the certified standing order No. 28.2 and as such, the charge sheet is defective, illegal, void, ultra-virus and time barred, hence the enquiry basing on such charge sheet the findings of the Inquiry Officer and the punishment imposed are also illegal and liable to be set aside. The workman has prayed for setting aside the order of dismissal passed against him, his reinstatement in service with continuity of service and full back wages and other consequential benefits.

3. The management of W.C.L. ("Party No.1" in short) filed its written statement admitting the contents of paragraphs 1 to 14 of the statement of claim except denying the averments that the workman was promoted as Clerk Grade-II as he was loyal, able and efficient. It is further pleaded by the Party No.1 that the Inquiry Officer supplied copies of five relevant document to the workman, which

he was entitled to get and necessary for the departmental enquiry and the workman did not make any protest or insist for supply of the copies of the remaining documents during the enquiry by stating their relevancy for the purpose of his defence and in the statement of claim also, the workman has not pointed out that the said documents were relevant or any prejudice was caused to him because of non-supply of the copies of the said documents and the Inquiry Officer gave fair and reasonable opportunity to the workman and the Inquiry Officer was justified in proceeding with the departmental enquiry as the same was totally independent of the criminal case filed by the Police and though Shri Himmatal Agrawal was not examined as a witness, the management examined other witnesses to prove the guilt of the workman and the enquiry report shows that the Inquiry Officer did not base his findings on the documents D-5 and D-6 and even though, those two documents were produced in the enquiry, they had not been relied upon for proving the guilt of the workman and as such, there was no necessity for the management to examine Shri Himmatal Agrawal as a witness and though the witnesses, Shri R. M. Moghe and Shri K. K. Bakshi were of higher grade than the Inquiry Officer, their examination does not make the enquiry unfair or defective and the findings arrived at cannot be termed as perverse, merely because, the two witnesses were superior in rank to the Inquiry Officer and the workman has failed to demonstrate that the enquiry was conducted in a biased manner and the Inquiry Officer has reached the findings on the basis of the entire evidence on record and the enquiry cannot be termed as unfair or illegal merely because Shri R. M. Moghe, who had issued the chargesheet and also signed the dismissal order appeared as a witness in the enquiry and the charges levelled against the workman are not vague, unspecific, illegal or invalid and Shri D. Y. Kale and Shri Nawab Ansari were also chargesheeted on the basis of the nature of their involvement and Shri Kale was not governed by the standing orders and during the pendency of the enquiry, he got superannuated and he was found guilty and the competent authority imposed the punishment of forfeiture of a part of the gratuity payable to him, as he had already retired and the departmental enquiry was not held against the workman in haste and no discriminatory attitude was adopted against him and the charge was not time barred and the workman misread and misinterpreted the standing order No. 28.2 and the chargesheet was perfectly legal and valid and the workman is not entitled for any relief.

4. It is necessary to mention that as it is a case of dismissal from service, the fairness of the departmental enquiry held against the workman was taken as a preliminary issue for consideration and vide orders dated

11-1-2007, the enquiry was held to be proper and legal. It is also necessary to mention that a petition was filed on behalf of the workman on 14-2-2007 for review and recall the order dated 11-1-2007, but the said petition was rejected on 8-4-2009.

5: At the time of argument, the following points were raised on behalf of the workman by the union representative:

- (a) There was delay and latches in issuing the charge sheet to the workman.
- (b) The enquiry was defective and there was denial of principles of natural justice to the workman by the Inquiry Officer.
- (c) The findings of the Inquiry Officer are perversed.
- (d) While imposing the punishment of dismissal from service, the past clean service record of the workman was not taken into consideration by the Disciplinary Authority.
- (e) Discriminatory attitude was shown by the management while punishing the workman by way of dismissal from service, whereas a minor punishment of forfeiture of an amount of Rs. 25,000 from the gratuity was imposed against Shri D. Y. Kale, the Ex-Deputy Chief Security Officer after his retirement, even though he was found guilty of the same charge, while he was still in service.
- (f) Reasonable likelihood of bias on the part of the Disciplinary Authority, and
- (g) The workman was acquitted in the criminal case instituted against him and as the departmental enquiry was based on identical and similar facts and evidence, the order of dismissal passed against the workman is liable to be set aside.

6. Before delving into the merit of the contentions raised on behalf of the workman, I think it proper to mention here that while passing orders on the validity of the departmental enquiry, the points raised regarding the delay in submission of the charge sheet against the workman, the enquiry was defective and there was denial of principles of natural justice to the workman by the Inquiry Officer, enquiry was completed during the pendency of the case filed by the workman challenging the submission of the charge sheet before the Labour Court, charge sheet was not issued by the proper authority but issued by the Sub-Area Manager, and that the Sub Area Manager, who issued the charge sheet and passed the order of dismissal appeared as a witness in the

departmental proceeding and thereby there was biased attitude towards the workman were considered and answered against the workman. Therefore, the first two points raised on behalf of the workman regarding delay in submission of the chargesheet and enquiry was defective need no consideration again.

7. So far the third contention regarding perversity of the findings of the Inquiry Officer is concerned, it was submitted that the Inquiry Officer did not speak in his enquiry report about the time barred chargesheet and the Inquiry Officer did not mention any reason for not summoning the complainant, contractor Shri Himmatlal Agrawal to give evidence in the enquiry, therefore the findings are perversed and deserve to be rejected.

In reply, it was submitted by the management that the workman had admitted his guilt before his superior officers and a statement to that effect was recorded on 15-4-1995 by the management, where he admitted to have acted dishonestly, but, after receipt of the chargesheet and due consultation with the union, he changed his statement stating that while giving the earlier statement he was under mental pressure, which is nothing but motivated falsehood and after thought and the findings of the Inquiry Officer cannot be said to be perversed, as the Inquiry Officer has not mentioned anything about late submission of the chargesheet, as because, such findings are based on the evidence on record and Shri Agrawal was not examined as a witness as he is a stranger and management was able to prove the charges by examination of materials witnesses and production of the required documents and management did not think it necessary to examine Shri Agrawal as a witness.

It is necessary to mention here that while considering the validity of the departmental enquiry, the submission regarding the delayed issue of the charge-sheet was considered by this Tribunal and it was found that though the charge sheet was issued after about a month from the date of the order of suspension, the same cannot be taken as a ground for vitiating the enquiry and the provisions of the standing order referred to are only directive and cannot be treated as mandatory and before starting of the enquiry, there was correspondence and representation on behalf of the petitioner and the management had explained and informed him the reasons for the delay and even a report was lodged in the police station and in such circumstances, issuing of charge-sheet after one month cannot be treated as unnecessary delay and the delay was not with any ulterior motive. In view of such findings, it cannot be said that as the Inquiry Officer did not mention anything in his enquiry report about the

delay in submission of charge-sheet, the findings should be treated as perverse.

So far the non-examination of Shri Himmatlal Agrawal is concerned, on perusal of the document of the departmental enquiry, it is found that the copy of the F.I.R. submitted by Shri Agrawal has been marked as management document No.3. It is clear from the copy of the F.I.R. that Shri Agrawal was not an eye witness to the occurrence and he came to know about the incident being informed by his supervisor. The supervisor of Shri Agrawal has been examined as a witness. So due to non-examination of Shri Agrawal, the findings of the Inquiry Officer cannot be held to be perverse. Hence, I find no force in the contention raised by the union representative on behalf of the workman.

8. The next contention raised was regarding non-consideration of the past clean record of the workman, while imposing the punishment of dismissal from service. It was submitted by the union representative on behalf of the workman that clause 28.6 (the correct clause is 28.7) of the certified standing orders provides that, "In awarding the punishment gravity of the misconduct, previous record of the workman and any other extenuating or aggravating circumstances that may exist shall be taken into account and in this case as the past clean and unblemished record of the workman was not taken into consideration by the Disciplinary Authority at the time of imposing the punishment, imposition of the punishment is illegal and unfair. In reply, it was submitted by the learned advocate for the management that awarding of punishment is the discretion of the Appointing Authority and the allegations are very serious and the workman was holding position of trust and commission of theft, fraud and dishonesty in forfeiture of that trust and continuance of the workman in service was detrimental to the discipline and security of the business of the employers and in view of the proved serious misconducts, there was no question of consideration of the past record and it was the discretion of the employer to consider the same in appropriate cases and as such, even if nothing has been mentioned in the order of dismissal passed against the workman, by the Disciplinary Authority regarding consideration of the past record of the workman, the order of imposition of the punishment cannot be said to be illegal. On perusal of the materials on record and taking into consideration the submissions made by the parties, I find force in the submission made by the learned advocate for the management and hold that in view of the proved serious misconducts against the workman, cannot be said that as the past service record of the workman was not considered

at the time of imposition of the punishment by the disciplinary proceeding, the punishment is illegal.

9. The next question raised is regarding showing of discriminating attitude by the management towards the workman in imposing the punishment. According to the submission made by the union representative for the workman, Mr. Sharma, the Party No.1 falls within the meaning of 'state' in accordance to Article-12 of the Constitution and as such, its action should not be discriminatory but in this case, the action taken against the present workman is discriminatory as charge-sheet had also been submitted against Shri D. Y. Kale, Deputy Chief Security Officer for commission of the alleged theft of coal and after holding of departmental enquiry, he was found guilty of the charges by the Inquiry Officer and the enquiry was concluded against him in 1996 and Shri Kale retired on superannuation on 31-10-97, but no punishment was imposed upon Shri Kale during his service but after his retirement, a punishment of forfeiture of Rs.25,000 as penalty to be recovered from his gratuity was imposed, which can be considered to be a very minor penalty in comparison to the punishment of dismissal from service imposed against the workman for commission of alleged identical offence of theft of coal and as such, the punishment can be held to be discriminatory, excessive, harsh and illegal and unjustified.

On the other hand, it was submitted by the learned advocate for the Party No.1 that during the pendency of the departmental enquiry, Shri Kale was retired from service on superannuation and as such, the punishment of forfeiture of Rs. 25,000 out of the gratuity of Shri Kale was imposed against him and there is no force in the contention that the departmental enquiry was concluded in 1996 and no punishment was imposed, while Shri Kale was in service. The workman has filed the documents in regard to the departmental enquiry of Shri Kale. On perusal of the said documents, it is found that the enquiry report was submitted by the Inquiry Officer in the departmental enquiry conducted against Shri Kale on 10-11-97, which was after the retirement of Shri Kale on superannuation, as according to the workman, Shri Kale retired on 31-10-97. Hence, I do not find force in the contention raised by the union representative that there was discrimination against the workman.

10. Placing reliance on the decision reported in (Mrs. Kiran Agrawal Vs Chief Secretary to the Govt), 2008 LAB IC-1854 (Himachal Pradesh) it was submitted by the union representative on behalf of the workman that in this case, the Sub-Area Manager, WCL, Saoner Sub-Area, Mr. R.M.Moghe, who was the Disciplinary Authority conducted the preliminary enquiry, issued the charge-

sheet and suspension order of the workman and also appeared as a witness in the departmental enquiry and also passed the order of dismissal from service against the workman by accepting the enquiry report and as such, it can be held that there was likelihood of bias and as such, the disciplinary proceeding is vitiated. However, with respect, I am of the view that the decision mentioned above has no application to the present case in hand, as the facts and circumstances of the case referred in the decision are quite different from the facts and circumstances of the case at hand. Moreover, while deciding the validity of the enquiry, it was ordered that, "there is nothing wrong in the Sub-Area Manager appearing as a witness in the enquiry proceedings and he was fair enough to offer himself for cross-examination and he was not a direct witness and he had explained as to how he learnt about the incident from the Police and asked his officers to be careful as Police investigation was in progress." On perusal of the materials on record, it is found that there is nothing on record to show any biasness towards the workman by the Sub-Area Manager.

11. The last point raised on behalf of the workman was that a criminal case had been instituted against the workman by the Police in connection with the alleged incident of theft and after completion of full trial, the workman had been acquitted from the charges and as such, the punishment of dismissal from service should not have been passed against the workman. The workman has filed the copy of the judgement of the case bearing RCC No. 362/95, from which it is found that the workman was acquitted in the said case on 20-2-2003. The workman faced his trial in the said criminal case u/s 406/34 I.P.C. However, in the departmental proceeding, the workman faced the enquiry of commission of theft, fraud and dishonesty. The witnesses examined in the departmental proceeding and in the criminal proceeding were not the same. Moreover, the imposition of the punishment against the workman was on 16-9-95, which was much prior to the judgement of the criminal proceeding. It is well settled that there is nothing wrong in parallel proceedings being taken one by disciplinary proceeding and the other in the criminal court and the pendency of the court proceeding does not bar the taking of disciplinary action and the power of taking such action is vested in the Disciplinary Authority and criminal case and departmental proceeding operate in distinct and different jurisdictional areas. In departmental proceedings, factors operating in the mind of disciplinary authority may be many, such as enforcement of discipline, or to investigate level of integrity of delinquent or other staff and the standard of proof required in those proceedings is also different from that required in a criminal case and while in departmental proceedings, the

standard of proof is one of preponderance of probabilities, in a criminal case, the charge has to be proved by the prosecution beyond reasonable doubt. In this case, the findings of the Inquiry Officer are based on the materials on record of the departmental enquiry and the order of punishment passed in the departmental proceeding was much earlier to the judgement of the criminal proceeding. Hence acquittal of the workman in the criminal case does not have any bearing in the findings of the Inquiry Officer and the punishment imposed against the workman.

12. So far the quantum of punishment is concerned, it is well settled that punishment imposed by Disciplinary Authority unless shocking to the conscience of the Court/Tribunal is not subject to judicial review. On perusal of the materials on record and the act of misconducts committed by the workman, it is found that the punishment of dismissal from service is not at all disproportionate and as such, there is no scope to interfere with the punishment. Hence, it is ordered:

ORDER

The action of the management of Saoner Sub Area of WCL in dismissing the services of Shri Gyaneswar Choudhury, Security Guard, w.e.f. 16/18-9-1995 is fair, proper and justified and the workman is not entitled to any relief.

J. P. CHAND, Presiding Officer

नई दिल्ली, 4 मार्च, 2011

का.आ. 895.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस. ई. सी. एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 191/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-3-2011 को प्राप्त हुआ था।

[सं. एल-22012/235/1998-आईआर(सी-II)]
डॉ. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 4th March, 2011

S.O. 895.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No 191/99) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of SECL and their workmen, which was received by the Central Government on 4-3-2011.

[No. L-22012/235/1998-IR (C-II)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

No. CGIT/LC/R/191/99

Presiding Officer : Shri Mohd. Shakir Hasan

SHRI M.L. Jain,
Executive Committee Member,
Samyukta Khadan Mazdoor Sangh,
Near Panchayati Mandir,
Shahdol (MP)Workman

Versus

General Manager,
Sohagpur Area of SECL,
PO Dhanpuri,
Distt. Shahdol (MP)Management

AWARD

Passed on this 9th day of February, 2011

1. The Government of India, Ministry of Labour vide its Notification No. L-22012/235/98-IR (Coal) dated 4-5-1999 has referred the following dispute for adjudication by this tribunal :—

“Whether the action of the management of Dhanpuri Amlai OCM of SECL in reverting Shri N. K. Soni from the post of Asstt. Foreman to Welder Cat. VI as a punishment is legal and justified ? If not, to what relief the workman is entitled ?”

2. The case of the Workman/Union in short is that the workman Shri N.K.Soni was deployed as Welder Cat-VI in T&S Group “C” at Dhanpuri on 9/19-11-93. A fatal accident took place on 4-5-94 in the 11nd shift in Dhanpuri OCM wherein one Ramayan Prasad died on the spot who was fitter operator while he was trying to break a piece of coal in the crush roll. He was chargesheeted without his responsibility with an allegation that he was acting as a Chargeeman. He denied the charges but the departmental proceeding was initiated. The charges were vague and not specific and were of general nature. After enquiry, the Enquiry Officer held him guilty of the charges. Subsequently he was punished by the Disciplinary Authority and demoted to the post of Welder Category VI vide order dated 17/19-7-95. It was alleged that he was working as Assistant Foreman when the accident took place which was totally false because he was promoted to the post of Assistant Foreman on 5-5-94 whereas the accident took place a day earlier to his promotion. The list of witnesses and the relevant documents were not supplied to him. The workman was not incharge of the crush roller

where the alleged occurrence took place. It is alleged that the management has made the workman as scape goat and the finding of the Enquiry Officer is not based on any evidence. On these grounds, the punishment order be set aside and the workman be reinstated on the promoted post.

3. The management appeared and contested the reference by filing Written Statement in the case. The case of the management, interalia, is that the workman was upgraded from Welder Cat-VI to Technical & Supervisory Grade "C" by Office order dated 19-11-1993. Admittedly fatal accident took place in Dhanpuri OCM on 4-5-94 in which Ramayan Prasad died in the Crush Roll, of which the workman was supervising and was incharge of the shift. He was working as Asstt. Foreman in Technical & Supervisor Gr- "C". He was chargesheeted for the negligence causing death of a workman under the provision of Certified Standing Orders. His reply was found not satisfactory and therefore a departmental proceeding was initiated. Shri N.S.Sabbaral, SOM was appointed as Enquiry Officer and Shri J.K.Shrivastava was appointed as Management Representative. The workman participated alongwith co-worker in the enquiry. The Enquiry Officer had properly concluded the enquiry after providing reasonable opportunity to the workman to defend himself. It is stated that the workman was upgraded in T & S Grade "C" as Asstt. Foreman but by mistake, the same was not indicated in the office order No. 1084 dated 13-7-1994. Subsequently corrigendum No. 1101 dated 17-7-1994 was issued. The Enquiry Officer properly conducted the enquiry proceeding. After the Enquiry Officer found him guilty of the charges and submitted enquiry report. The Disciplinary Authority agreed with the findings of the Enquiry Officer leniently awarded the punishment of demotion to the Welder Cat VI. However it is submitted that if the departmental proceeding is vitiated, the management be given opportunity to prove misconduct in the Tribunal. On these grounds, it is submitted that the action of the management is justified and proper.

4. On the pleadings of the parties, the following issues are framed for adjudication—

- I. Whether the departmental proceeding conducted by the management against the workman is legal and proper?
- II. Whether the management is entitled to prove the misconduct against the workman in Court?
- III. Whether the punishment awarded to the workman is just and proper?
- IV. To what relief the workman is entitled?

5. The workman/Union after filing statement of claim and rejoinder did not appear to contest the reference and

had not adduced any evidence. As such the then Tribunal proceeded the reference ex parte against the workman/Union on 12-12-2007.

6. Issue No. I

Since the reference is proceeded ex parte against the workman and therefore this issue is finally taken up for adjudication. According to the workman, the charges were vague and were of general nature. It is stated that the list of witnesses and the relevant documents were not supplied and the enquiry report was not given. The workman was not incharge of the crusher roller and therefore the findings of the Enquiry Officer was perverse. On the other hand, the management submits that he was chargesheeted for his negligence causing death of Ramayan Prasad. He was Shift Incharge and the liability was of the workman. It is stated that workman appeared in the proceeding alongwith co-worker and did not complain that the charges were vague. Rather it shows that he had fully understood the charges. The papers of enquiry proceeding shows that the Management Representative was examined as a Witness. The delinquent workman had also adduced his evidence and the evidences of Mahesh Prasad and Tejnarayan were used in the proceeding by the workman as defence evidence. This shows that the opportunities were given to the workman to defend himself and there is no violation of natural justice. Moreover there is nothing on the record in rebuttal to disbelieve the departmental enquiry papers. Thus it is held that the departmental enquiry conducted by the management against the workman is legal and proper. This issue is decided in favour of the management.

7. Issue No. II

No fresh evidence is adduced by the management. There is nothing against the evidence adduced in the departmental enquiry. I find that under the circumstances, there is no need to adduce evidence by the management in Court to prove misconduct. Accordingly this issue is decided.

8. Issue No. III & IV

I find that the finding of the Enquiry Officer is not perverse and there is no fresh evidence. It is not proper to interfere in the order of punishment of the management. As such the workman is not entitled to any relief. The reference is accordingly answered.

9. In the result, the award is passed without any order to costs.

10. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

MOHD. SHAKIR HASAN, Presiding Officer

नई दिल्ली, 4 मार्च, 2011

का.आ. 896.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डब्ल्यू. सी. एल के प्रबंधतंत्र के संबंध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 110/03) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-3-2011 को प्राप्त हुआ था।

[सं. एल-22012/243/2002-आई आर(सीएम-II)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 4th March, 2011

S.O. 896.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 110/03) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure in the Industrial Dispute between the management of Western Coalfields Ltd. and their workmen, received by the Central Government on 4-3-2011.

[No. L-22012/243/2002-IR(CM-II)]

D.S.S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

No. CGIT/LC/R/110/03

Presiding Officer : SHRI MOHD. SHAKIR HASAN

Shri Buddhalal,
S/o Beni,
PO Saakedebi,
Distt. Betul (MP)Workman/Union

Versus

The General Manager,
Western Coalfields Ltd.
PO Pathakhera,
Distt. Betul (MP)Management

AWARD

Passed on this 7th day of February, 2011

I. The Government of India, Ministry of Labour vide its Notification No. L-22012/243/2002-IR (CM-II) dated 9-6-2003 has referred the following dispute for adjudication by this tribunal:—

“Whether the action of the management of General Manager, Western Coalfields Ltd., Pathakhera, in terminating the services of Shri Buddhalal S/o Shri Beni w.e.f. 16-9-2000 is justified? If not, to what relief is the workman entitled ?”

2. The workman appeared through lawyer on 15-2-2005 but did not file statement of claim and

subsequently became absent. As such the then Tribunal proceeded the reference ex parte against him on 27-7-2005.

3. The case of the management in short is that the workman Shri Buddhalal was appointed as loader on 26-12-1978 and posted at Satpura Mine-2 but he was habitual absentee. The warning was issued against him on several occasions. Even then he did not improve his conduct. He again became absent on 16-12-99 unauthorisedly without any permission. He was, therefore served with a chargesheet dated 17-7-2000 for his unauthorized absence. His reply was found unsatisfactory and therefore the departmental proceeding was initiated and Shri G. C. Pandey, Personnel Manager was appointed as Enquiry Officer. Shri S. P. Singh, Dy. Chief Survey Officer was appointed Management Representative. The workman appeared in the proceeding and admitted the charges unconditionally levelled against him. However the Enquiry Officer decided to proceed with the enquiry. The Management Representative adduced oral and documentary evidence. The workman was also given an opportunity to lead evidence. The statement of the workman was recorded. The Enquiry Officer after concluding the proceeding submitted the enquiry report holding him guilty of the charges. The Disciplinary Authority after granting opportunity to both the parties and after considering the materials on record passed the order of termination on 16/14-9-2000. It is stated that if the departmental proceeding is liable to be vitiated, then the management be permitted to prove misconduct before the Tribunal.

4. The following issues are framed for adjudication
 - I. Whether the departmental proceeding conducted against the workman is legal and proper ?
 - II. Whether the management is entitled to leave evidence to prove misconduct ?
 - III. Whether the punishment awarded to the workman is just and proper ?
 - IV. To what relief the workman is entitled ?

5. Issue No. I

Since the reference is proceeded ex parte as such this issue is also taken finally alongwith other issues. The management witness Shri K. B. Singh is Personnel Manager in WCL, Pathakhera Area. He has supported the case of the management. He has stated that the workman was habitual absentee and several warning were given to him. He again remained absent unauthorisedly from 16-11-99 and departmental proceeding was initiated against him. The workman unconditionally admitted the charges. However the Enquiry Officer proceeded with the enquiry. The workman participated in the enquiry and refused to take the assistance of co-worker. The Enquiry Officer gave full opportunity to the workman to defend himself. The Enquiry Officer after enquiry found the charges

as proved and submitted his enquiry report. The Disciplinary authority after considering the materials on record and also giving opportunity to be heard passed the order of termination on 16/14-9-2000. I find that the principle of natural justice was followed. Accordingly the departmental enquiry conducted by the management against the workman is held legal and proper. This issue is decided in favour of the management.

6 Issues No. 2 & 3

Considering the discussion made above and the evidence on the record, I find that the management had proved the charges against the workman. It is also established that the workman was on attendance in the year 1997-62 days, in the year 1998-16 days and in the year 1999-18 days only and he was habitual absentee and did not improve his conduct inspite of repeated warning. I find that there is no reason to interfere in the punishment awarded to the workman. Thus both issues are decided in favour of the management.

7. Issue No. IV

In view of the evidence on record, it is evident that the workman is not entitled to any relief. Accordingly the reference is answered.

9. In the result, the award is passed without any order to costs.

10. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

MOHD. SHAKIR HASAN, Presiding Officer

नई दिल्ली, 4 मार्च, 2011

का.आ. 897.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डल्क्यू. सी. एल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण /श्रम व्यायालय, नागपुर के पंचाट (संदर्भ संख्या 138/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-3-2011 को प्राप्त हुआ था।

[सं. एल-22012/254/2001-आईआर (सीएम-II)]

डी. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 4th March, 2011

S.O. 897.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 138/2002) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure in the Industrial Dispute between the management of Chandrapur Area of Western Coalfields Ltd. and their workmen, received by the Central Government on 4-3-2011.

[No. L-22012/254/2001-IR (CM-II)]

D.S.S. SRINIVASA RAO, Desk Officer

ANNEXURE

**BEFORE SHRI J. P. CHAND, PRESIDING OFFICER,
CGIT-CUM-LABOUR COURT, NAGPUR**

Case No.CGIT/NGP/ 138/2002

Date: 21-02-2011

Party No.1

The Chief General Manager,
Chandrapur Area of Western Coalfields Ltd.,
Post & Dist. Chandrapur,
Chandrapur

Versus

Party No.2

Shri Vishwakarma Sambu,
Vice President,
B.K.K.M.S.(BMS), Vishwakarma Sadan, Mahakali
Colliery, Chandrapur,
PO & Dist. Chandrapur,
Chandrapur

AWARD

(Dated: 21st February, 2011)

This is a reference made by the Central Government in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short) for adjudication of the industrial dispute between the employers, in relation to the management of Chandrapur Area of Western Coalfields Ltd. ("the Party No.1" in short) and their workman, Shri Abdul Wahab ("the workman" in short), as per letter No. L-22012/254/2001-IR (CM-II) dated 19-7-2002, with the following schedule:—

"Whether the action of the management of Durgapur Rayatwari Colliery of Western Coalfields Ltd. in changing the designation of Shri Abdul Wahab, Turner Helper Cat-II vide Office Orders No.WCL/WV/DRC/SOM/670 dated 4-8-85; No.WCL/CHA/SAM/RSA/PER/4521 dated 31-1-92 and 22.9.98 is proper, legal and justified? If not, to what relief is the workman entitled?"

2. Being noticed, the union, "Bharatiya Koyal Khadan Sangh" filed the statement of claim on behalf of the workman, whereas, Party No.1 filed its written statement.

In the statement of claim, it is pleaded that the workman after passing I.T.I examination in the trade of Turner, came to be appointed as an apprentice for one year and vide order dated 10-8-83, he was designated as General Mazdoor Cat.-I, w.e.f. 2-5-1982 and with effect from 1-9-1983 the workman was placed in the category of Turner-helper category-II, even though, he should have been placed in the said category, when he was appointed in the said trade w.e.f. 1-5-82 and on 1-9-83, the workman

was transferred to Chandrapur (DRC) and on his transfer, he was designated as Machinist, as a result of which, his section came to be changed, whereby, he lost his seniority and even though the workman was placed as Machinist, he was performing the duties of a Turner and the workman raised objections to the same, but the Party No.1 always gave eye wash and the difficulties relating to his future and career were never considered by the Party No.1 and as the workman was pulled out from the trade of Turner, juniors of the workman superseded him and one Mr. Ambekar was promoted from category-IV to category -V, overlooking the workman and one Mr. Ballewar was also promoted from category-II to category-IV and both those promotions took place in January, 1992 and in the seniority list of 1-12-97, Mr. Ballewar was shown as category-V with effect from 30-1-92 and such fact came to the notice of the workman, when the seniority list of 1-12-97 came to be published and the said Mr. Ballewar was further offered category-VI and subsequently grade 'C' with effect from 1-1-2000 and in September, 1998, the workman was shifted from Machinist-V to Turner-V and in the Manpower Budget of 1998, two posts of Turner had been shown as vacant and as such, the workman was expecting that the establishment would offer him the promotion in the trade of Turner right from 1983 onwards but throwing him out from the channel, he was given promotion only in 1998, even though he should have been given promotion from the year 1992, when his juniors came to be promoted and the protest and request of the workman to consider his grievances were never looked into by the management and by order dated 10-8-97, the workman, who was shown to be workman in Machinist category-V, came to be transferred to the workshop at Chandrapur in the same category, designation and pay scale and while issuing the said order, reference had been given to the order dated 22-1-96 and the said transfer was also shown to be alongwith the post and due to such action of the management, the promotional channels were shut for the workman and in the order dated 30-1-92, the workman was shown at serial No. 44 in the category of Machinist, whereas Shri S. L. Ambekar was shown as Turner-helper category-II and directly promoted to Turner Grade-V and Mr. Ballewar, who was at serial No.48, jumped from Turner-helper Grade-II to Machinist Grade-IV and though those two employees were juniors to the workman, much favour was shown to them by giving hopping promotions and under order dated 22-9-98, the workman came to be converted from Machinist Grade-V to Turner Grade-V and it was mentioned in the said order that his seniority shall be considered from the date of order and he will not be granted his seniority of the post and such conduct of the Party No.1 to deal with the service conditions without there being any option or agreement with the union was patently illegal and improper and was nothing but then to favour the persons of the choice of the management and whenever the workman was designated as Machinist, the duties of Turner had been extracted from him and the change in this categorisation and designation had resulted

into the loss of his seniority and the facts and circumstances of the case of the workman, in the documents filed on record, it can be found that the workman was subjected to total hostile treatment by the Party No.1 with mala fide intention and for this, he indulged in unfair labour practice. Prayers have been made for a election to the Party No.1 to permit the workman to be placed in the seniority list of Turners in the establishment and correct categorization of the workman at the appropriate place in the said seniority list and to decline the order of the Party No.1 in shifting the workman from the rank of Machinist as unfair labour practice and to direct the management to issue order dated 22-9-98 denying the seniority to the workman as illegal, improper and unjustified and to direct the Party No.1 to give all consequential benefits to the workman after placing him in his proper place of seniority, i.e., rank of Turner including future promotion.

3. The Party No.1 in its written statement has inter-alia that the workman was taken as an apprentice in Turner trade w.e.f. 12-1-1981 by the then manager of Wardha Area of WCL and he alongwith some other similarly appointed employees were placed at Wardha area workshop for training and subsequently he was transferred to Chanda Rayatwari Sub Area and then to Chandrapur Sub-Area workshop of E&M Deptt. and after such apprentices, after completion of one year training, were to be absorbed on regular posts of General Mazdoor Cat.-II and then to be placed as Helper Cat.-II, after which they could be considered for promotion to the higher posts depending upon vacancies and requirement and when the workman was taken as trainee like some others the ranks of Turners and Machinists were not strictly demarcated, in other words, such persons, who were performing identical or similar nature of jobs were considered together for higher promotion as Machinist/ Turner and Turners and Machinists were jointly considered for higher posts of Machinists, as their jobs were a like, if not the same and there was also a practice of deploying the persons belonging to Turner trade to work as Machinists and the workman after completion of his apprenticeship was appointed on the regular post of General Mazdoor Cat.-II on 9-5-82 and thereafter, vide office order dated 14-7-83, the workman and seven others, who had successfully completed their probation period were promoted to the post of helper, Cat.-II and as there was no strict bifurcation of the trades of Turners and Machinists and no distinct cadre-scheme for Turners and Machinists were framed till the eight persons were designated as Helper Cat.-II and till 14-8-83, the workman was at the area workshop of Ballarpur and then, he was transferred to Durgapur Rayatwari Sub-Area and was allowed to join there on 1-9-83 as Helper, Cat.-II and not as Turner Helper, at first and after his joining at Durgapur Rayatwari Sub Area, his service were utilized in the Machine section as a Helper and in the year 1985, a few post of Machinist Cat.-IV got vacant in the E&M Deptt. and the case of the workman and some other employees, who were working as Turner Helper in Cat-II were considered by the DPC for promotion

for the said sanctioned posts of Machinist, Cat.-IV and recommended for promotion and accordingly the workman and three other employees, who were of turner trade were promoted to the post of Machinists and at that particular time, there was no sanctioned post of Turner, Cat.-V, which was the lowest post in Turner trade and as such, no one was considered for the post of Turner Cat.-V and as the workman and other promoted employees found it beneficial to act in a higher post in the Machinist trade, they willingly accepted the promotion and such practice was in vogue till then, because the cadre scheme of JBCCI though framed had not been put into practice and the workman in terms of the said promotion confirmed to work as machinist and to draw wages and he did not raise any objection against such act of the management and the workman, who had been working as Machinist was again considered for promotion by the DPC and was promoted to the post of Machinist, Cat.-V, vide office order No.4521 dated 30-1-92 alongwith similar other employees and the workman accepted the said promotion and continued to work as such till the year 1997, but did not raise any objection to such promotions and remained silent from 1985 to 1997 and drew the wage benefit of a machinist and accepted the machinist cadre without any force or compulsion for the same and as such, he is estopped from making grievance for the same and the management favourably considered his representation, when he filed the same on 22-5-97 for changing of his designation as a Turner and redesignated him as Turner w.e.f. 10-9-98 vide office order dated 22-9-98, with the condition to count his seniority as a Turner from the said date as giving him seniority in Turner cadre after such a long gap would have upset the cadre of the Turners leading to a spate of industrial dispute and administrative complications.

It is also pleaded by the Party No.1 that the juniors of the workman did not supersede him and when the workman was promoted to Cat.IV by order dated 4-8-1985, Shri Ambekar remained in Cat.-II and Shri Ambekar was promoted from Turner helper Cat.II to the post of Turner helper Cat.V, vide office order dated 30-1-92, by which order also, the workman was promoted as Machinist Cat. V from Cat.IV and by the same order dated 30-1-92, Shri Ballewar was promoted from the post of Turner helper to Machinist Cat.IV and as such, there is no question of supersession of the workman by his juniors and vide office order dated 24-8-2001, the workman was given upgradation as Turner Cat.VI w.e.f. 1-1-2002 by taking into consideration of his stagnation in Cat.-V for eight years, which also included the period of service rendered by him as Machinist Cat. - V from 1992 and as there was no loss of seniority and no injustice was caused to the workman, he is not entitled to any relief.

4. In support of his claim, the workman examined himself and one Shri Damodhar as a witness, besides relying on documentary evidence. One Shri Amarendra Kumar Jha, the Superintending Engineer (E&M) of Area workshop, Chandrapur was examined as a witness on

behalf of the management. The workman and his witness have reiterated the stands taken by the workman in his statement of claim, whereas the management witness has also reiterated the stands taken by the management in the written statement.

5. On perusal of the statement of claim and the written statement, it is found that there is no dispute between the parties that the workman joined with the Party No.1 as an apprentice on 12-4-1981 and thereafter he was appointed as a General Mazdoor Cat. - I. Though according to the claim of the workman, he was promoted as Turner helper-II from 1-9-83, from the document filed by the workman himself, it is found that vide office order No.355 dated 1983, he was promoted as only Helper Cat.-II, as claimed by the management. It is not disputed that as per orders dated 31-7-85, the workman was promoted as Machinist Cat.-IV and continued to work as such. There is also no dispute that vide order dated 31-1-92, the workman was promoted as Machinist Cat.-V and continued to work as such till 1997 and on 23-5-97, he gave an application for change of his designation from Machinist to Turner, which was allowed by the Party No.1 w.e.f. 10-9-98.

6. At the time of argument, it was submitted on behalf of the workman that the practice of deploying the persons belonging to Turner trade to work as Machinist is highly illegal and bad in the eyes of law and on that count alone interference in the matter is necessary and as the workman has passed ITI Diploma course as a Turner and worked as such as an apprentice, he should have been appointed as Turner helper Cat.-II, but was appointed as Mazdoor Cat.-I, which was illegal and the document dated 29-6-98 filed on record clearly shows that he was working as a Turner and the said document is a document issued by an Officer of the Party No.1 and as such, the Party No.1 cannot deny the same and therefore there is no force in the contentions raised by the Party No.1 that the workman remained silent till 1997 and did not raise any objection for the same. It is also submitted that due to change of designation from Turner to Machinist the workman was superseded by his juniors and such fact came to his knowledge in 1997 from the seniority list and due to the action of the Party No.1, the workman sustained financial loss.

7. On the other hand, it was submitted on behalf of the Party No.1 that the workman though has I.T.I. Diploma certificate in Turner trade, after the apprenticeship, he was placed as a General Mazdoor Cat.- I and then as Helper Grade-II and at that time, there was no specific bifurcation in between Turner trade and Machinist trade and as such, the workman was promoted as Machinist Cat.- IV from Helper Cat.- II and not only the workman, other workers working as Turners were posted as Machinists, which supports the claim of the Party No.1 and the workman was trained as a worker in the Machine Shop and later on also worked as Machinist without any objection and though there was no written consent of the workman, from his conduct, implied consent can be inferred and the workman

was not superseded, rather his service as Machinist was taken into consideration while promoting the workman as Turner Cat.-VI from Turner Cat.-V and the document filed by the workman cannot be taken into consideration as the same was not issued officially and there is nothing on record as to under what circumstances the same was issued.

8. On perusal of the materials on record including the statement of claim, written statement, documents filed by the parties and the oral evidence, it is found that the workman though has mentioned that after passing I.T.I. Diploma course as a Turner, he worked as apprentice there is no pleading and evidence that he worked as apprentice in Turner trade. It is also found from record that the workman was first appointed as a General Mazdoor Cat.-I and then was promoted as helper Cat.-II and not as Turner cat.-II as per the documents, Exts. W-5 and W-6, which have been filed by the workman himself. In his cross-examination also, the workman has admitted that the orders passed as per Exts. W-5 and W-6 are proper and correct and he has no dispute about the same. Ext. W-6 clearly shows that the workman and seven other workers were working in Machine section during the probation period as General Mazdoor Cat.-I and after completion of the probation period, they were promoted as Helper Cat.-II. It is found from the office order dated 31-7-1985 that the workman was promoted as Machinist Cat.-IV from Helper Cat.-II. It is also found from the same order that three other workers who were above the workman in the list and were working as Turner Helper Cat.-II were promoted as Machinist Cat.-IV. Office order dated 30-1-92, under which, the workman was promoted as Machinist Cat.-V from Machinist Cat.-IV, shows that under the same order, Baba Laxman Ambekar, who was working as Turner Helper-II was promoted to Turner-V and Sanjay Pandurang Ballewar who was working as Turner Helper Cat.-II was promoted to Machinist Cat.-IV. The said documents clearly support the stands taken by the Party No.1 that there was no bifurcation of Turner trade and Machinist trade and workers from Turner trade were being posted as Machinists and vice versa and that Shri Ambekar and Shri Ballewar did not supersede him.

9. The workman has no where pleaded as to what were the pay scales of the categories of Turner trade and Machinist trade and that the scales of the categories of Turner trade were more than the scales of Machinist trade and as such he sustained financial loss for not posted and promoted as a Turner. The workman though has pleaded that he was superseded by his juniors, Shri B. L. Ambekar and Shri S. P. Ballewar, no document has been filed by him in support of the same. He has not filed the seniority list of 1997, to show that his juniors were listed above him. He has also not filed any document to show that Shri S. P. Ballewar was promoted to category VI and then to grade 'C' with effect from 1-1-2000.

10. So far the document dated 29-9-98 is concerned, on perusal of the same, it is found that the same is an application made by the workman to the Mines Manager,

Durgapur Rayatwari Colliery, Chandrapur for issuance of a certificate of his working as a Turner dated 26-9-98 and there is an endorsement of the Superintendent Engineer (E&M), Durgapur Rayatwari Colliery that "he was engaged in Turner's job, when he was at DRC Mines and his performance was satisfactory in turners jobs". It is necessary to mention here that the workman produced the said document after adducing of evidence by the parties with a petition for permission to file the same and the Tribunal disallowed the petition. So, the workman approached the Hon'ble High Court of Judicature at Bombay, Nagpur Bench, Nagpur in writ petition No. 2387-2006 and the Hon'ble Court allowed the writ and directed to take the document on record. The Hon'ble Court also directed the workman to enter witness box to prove the same so that the respondent will get opportunity to cross-examine him. It is not known as to how the original application submitted by the workman was retained by him when the same was to be given to the Mines Manager. However, the said document is also not of much importance, in view of the undisputed documents on record and the discussions made above.

11. It is also found from record that the workman did not object his promotion as Machinist-IV and V and worked as such till 22-5-97, when for the first time, he requested the Party No.1 for redesignation. In his said application also, the workman has not mentioned anything about his giving any application for posting him in Turner grade at any point of time. From the record, it is found that the workman accepted his promotion in Machinist trade and enjoyed the benefits without any protest. Even though the workman did not give any written consent for his posting and promotion in Machinist grade, from the conduct of the workman, it can be held that there was tacit consent of the workman in such posting and promotion. It is also found that on the application of the workman, Party No.1 redesignated the workman as Turner Cat.-V from Machinist Cat.-V and as such, the same cannot be said to be any demotion. It is also found from record that due to stagnation in Cat.-V for 8 years, while upgrading the workman as Turner Cat.-VI w.e.f. 1-1-2002, the Party No.1 took the service of the workman as Machinist Cat.-V from 1992, even though he was redesignated as Turner Cat.-V only in 1998. Hence, it is found that the action of the Party No.1 was not illegal. Hence, it is ordered:

ORDER

The action of the management of Durgapur Rayatwari Colliery of Western Coalfields Ltd. in changing the designation of Shri Abdul Wahab, vide order dated 4-5-85, 31-1-92 and 22-9-98 is proper and justified. The workman is not entitled for any relief.

J. P. CHAND, Presiding Officer

नई दिल्ली, 4 मार्च, 2011

का.आ. 898... औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डब्ल्यू. एम.

एल.के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 5/02) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-3-2011 को प्राप्त हुआ था।

[सं. एल-22012/55/2001-आईआर(सीएम-II)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 4th March, 2011

S.O. 898.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 5/02) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure in the Industrial Dispute between the management of Mohan Colliery of WCL and their workmen, received by the Central Government on 4-3-2011.

[No. L-22012/55/2001-IR(CM-II)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

No. CGIT/LC/R/5/02

Presiding Officer : SHRI MOHD. SHAKIR HASAN

The General Secretary,
R.K.K.M.S. (INTUC),
PO. Chandametta,
Chhindwara (M.P.) ...Workman/Union

Versus

The General Manager,
WCL, Pench Area,
PO. Parasia,
Distt. Chhindwara (M.P.) ...Management

AWARD

Passed on this 4th day of February, 2011

1. The Government of India, Ministry of Labour vide its Notification No. L-22012/55/2001-IR (CM-II) dated 20-12-2001 has referred the following dispute for adjudication by this tribunal:—

“Whether the action of the S.O.M/Manager, Rawanwara Khas Colliery of WCL, Pench Area, Distt. Chhindwara in terminating the services of Shri Bishnoo S/o Ramlal, Tyndle T.N. 613 of Rawanwara Khas Colliery of WCL w.e.f. 27-9-2000 is legal and justified? If not, to what relief he is entitled ?”

2. The Union/workman did not appear inspite of proper notice. As such the then Tribunal proceeded the reference ex parte against the Union/workman on 5-8-2005.

3. The case of the management in short is that the workman was habitual absentee without any permission or

leave. He was warned for several times but he did not improve his attendance. It is stated that he again became absent from 9-9-99 to 16-2-99 without prior permission. He was served with charge sheet on 16-12-99 under the provision of Standing Orders. He gave explanation which was found unsatisfactory. The management then initiated departmental proceeding against him and the Enquiry Officer Shri J. B. Babe, Sr. Under Manager was appointed and Shri P. M. Lokhanda, Sr. Under Manager was appointed as Management Representative. The workman participated in the proceeding and he was assisted by co-worker Shri Krishnaraj Singh. The Management Representative produced documents and examined witness. The witness was cross-examined by the co-worker. Thereafter the workman was examined. The workman declined to adduce further defence in the proceeding. The proceeding was thereafter closed and after considering all the evidence on record, the Enquiry Officer found the charges as proved and submitted enquiry report. The Disciplinary Authority issued copy of enquiry proceeding and the enquiry report to the workman to prove his innocence. Thereafter the Disciplinary Authority after going through the entire materials on record as well as past record convinced that the charges had been proved and the principle of natural justice was followed, he passed the order of termination of the workman w.e.f. 27-9-2000. It is stated that the past record also shows that in the year 1996-98 days, 1997-62 days, 1998-77 days and in 1999-72 days he was on attendance. On the above ground, it is submitted that the workman is not entitled to any relief.

4. The following issues are for adjudication—

- I. Whether the departmental proceeding conducted by the management against the workman is legal and proper ?
- II. Whether the management is entitled to prove the misconduct in Court ?
- III. Whether the punishment awarded to the workman is just and proper ?
- IV. To what relief, the workman is entitled ?

5. Issue No. I

Since the Union/workman is absent, as such this issue is also taken up along with other issues. The management has filed photocopies of the entire departmental proceeding. The management has examined Shri G. K. Shrivastava in the reference. He is Personnel Manager in WCL, Rawanwara Khas Colliery of Pench Area. He has supported the case of the management. He has stated that the workman was habitual absentee from duty without any permission. He was chargesheeted and departmental proceeding was initiated against him. The workman participated in the proceeding alongwith co-worker Shri Krishnaraj Singh. His evidence shows that he has proved the papers of departmental proceeding and full opportunity was given to the workman to defend himself.

The Enquiry Officer found the charges as proved and submitted enquiry report. The Disciplinary Authority after serving the enquiry report and the copy of the proceeding gave opportunity to the workman to defend himself. His evidence further shows that the Disciplinary Authority also agreed with the finding of the Enquiry Officer and passed the order of termination w.e.f. 27-9-2000. I find that the principle of natural justice is followed and as such it is held that departmental proceeding conducted against the workman is legal and valid.

6. Issue No. 2 & 3

On the basis of the discussion made above and the evidence adduced in the reference, it is clear that there is no need to the management to prove misconduct in court. I further find that the workman was habitual absentee and he was not improving his attendance for several years inspite of warning. Thus I find that there is no need to interfere in the order of punishment. These issues are decided in favour of the management.

7. Issue No. IV

Considering the discussion made above, I find that the workman is not entitled to any relief. The reference is accordingly, answered.

8. In the result, the award is passed without any order to costs.

9. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

MOHD. SHAKIR HASAN, Presiding Officer

नई दिल्ली, 4 मार्च, 2011

का.आ. 899.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धरा 17 के अनुसरण में, केन्द्रीय सरकार एस. ई. सी. एल एवं के प्रवर्धनतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 148/03) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-3-2011 को प्राप्त हुआ था।

[सं. एल-22012/259/2002-आईआर (सीएम-II)]
डी. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 4th March, 2011

S.O. 899.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 148/03) of the Central Government Industrial Tribunal-cum-Labour Court Jabalpur as shown in the Annexure in the Industrial Dispute between the management of South Eastern Coalfields Limited, and their workmen, received by the Central Government on 4-3-2011.

[No. L-22012/259/2002-IR(CM-II)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

No. CGIT/LC/R/148/03

Presiding Officer : SHRI MOHD. SHAKIR HASAN

Shri Devraj,
Area Secretary,
Samyuktha Koyla Mazdoor,
Sangh (UTUC),
Qtr. No. M/598,
Dipka Colony, Po Gevra Project,
Distt. Korba,
Korba (Chattisgarh)

Workmen

Versus

The Chairman-cum-Managing Director,
South Eastern Coalfields Limited,
Seepat Road, Bilaspur,
Bilaspur (Chattisgarh)

Management

AWARD

Passed on this 2nd day of February, 2011

1. The Government of India, Ministry of Labour vide its Notification No. L-22012/259/2002-IR (CM-II) dated 8-8-2003 has referred the following dispute for adjudication by this tribunal:—

“Whether the demand of the Union viz Samyuktha Koyla Mazdoor Sangh (AITUC) that the HEMM Operators should be given one year training and on the completion of training, should be regularized and promoted to Grade-II/Group-C in the units of SECL, is legal and justified? If so, to what relief the workman are entitled ?”

2. The case of the Union in short is that a circular vide letter No. WCL/IR/CIR/OP/6301-4325 dated 6-11-79 was issued by Shri J. Saran which was further reviewed by Shri Prasad vide letter No. WCL/IR/CIR/GP/6301-6470 whereby the Dumper Operator will have to go for a training period of one year, thereafter on completion of training he will be promoted to the post of Grade-II/ Group-C. The dispute arises when the management of SECL amended instead of one year training, deputed for two years training in Dumper of capacity of 50 ton and above and on completion of the training placed them in Grade-II. It is submitted that the circular issued by Shri Saran was unanimously accepted by the Unions/workers and the same be followed among the workers of SECL with all monetary benefits.

3. The management appeared and filed Written statement to contest the reference. The case of the management, interalia, is that the Union is claiming the alleged circular dated 6-11-79 which is not applicable in case of the workers of SECL. It is stated that the matter had

been examined by an Expert Committee constituted by the management who had submitted his report. Thereafter the circular dated 28-1-2002 was issued whereby the norms had been decided for placing of HEMM Operators Grade-II in Group C. Since the matter stand settled as such there cannot be Industrial Dispute. It is stated that there is no justification giving Group C Grade-II by HEMM Operators by giving training of one year. The Union is said to have themselves admitted that policy governed by job description and nomenclature framed by the Standardization Committee empowered by the Coal India Ltd. It is submitted that the demand of the Union is not justified and the Union is not entitled to any relief.

4. The Union subsequently did not appear in the reference and therefore the then Tribunal proceeded the reference ex parte against the Union on 21-2-2007.

5. On the basis of the pleadings the following issues are for adjudication—

I. Whether the demand of the union that the HEMM operators should be given one year training and on the completion of training they should be regularized/promoted to Grade-II/Group-C in the SECL is justified?

II. To what relief, the workman are entitled?

6. Issue No. I

To prove the case, the management has examined one witness. Management witness Shri K. A Sundar is Personnel Manager in SECL, Gevra Project. He has stated that the Union is claiming on the basis of circular dated 6-11-79 which was issued by WCL and the said circular is not applicable in the unit of SECL. He has stated that SECL was formed in 1986 and is an independent company. He has further stated that the matter was examined by the Expert Committee constituted by the management. The Expert Committee report is filed which is Exhibit M/2. The report shows that the Committee reviewed the existing system in the context of present scenario keeping in view of job description and circular No. SECL/BSP/PER/IR/96/20 dated 5-1-96 and recommended that the placement of Dumper Operator (trainee) of Grade-II Group-C should complete training period of Dumper Operator for two years with other pre-requisite. This witness has further stated that on the basis of recommendation, circular dated 28-1-2002 was issued for placing of HEMM Operator Grade II in group C. The said circular is filed which is Exhibit M/3. The evidence of the management is unrebutted. There is no reason to disbelieve the evidence adduced by the management. Considering the discussion made above, I find that there is no justification of the demand of the Union to implement the circular of other independent Unit. This issue is decided in favour of the management and against Union.

7. Issue No. 2

On the basis of discussion made above I find that the workman of the said Union is not entitled to any relief. Accordingly the reference is answered.

8. In the result, the award is passed without any order to costs.

9. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

MOHD. SHAKIR HASAN, Presiding Officer
नई दिल्ली, 4 मार्च, 2011

का.आ. 900.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दक्षिण-पूर्व रेलवे के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 99/97) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-3-2011 को प्राप्त हुआ था।

[सं. एल-41012/164/95-आईआर (बी-1)]
रमेश सिंह, डेस्क अधिकारी

New Delhi, the 4th March, 2011

S.O. 900.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 99/97) of the Central Government Industrial Tribunal-cum-Labour Court Jabalpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of S. E. Railway and their workmen, received by the Central Government on 4-3-2011.

[No. L-41012/164/95-IR(B-I)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

No. CGIT/LC/R/99/97

Presiding Officer : SHRI MOHD. SHAKIR HASAN

Shri R. K. Pandey,
Ex. Diesel Driver, Loco Shed,
S.E. Railway,
Qtr. No. 662/4,
New Loco Colony,
South East Railway,
Bilaspur

...Workman

Versus

Divisional Railway Manager,
S. E. Railway,
Post & Distt, Bilaspur,
Bilaspur

...Management

AWARD

Passed on this 17th day of February, 2011

1. The Government of India, Ministry of Labour vide its Notification No. L-41012/164/95-IR (B-I) dated

12-3-97 has referred the following dispute for adjudication by this tribunal:—

“Whether the demand vide application dated 30-1-95 of Shri R. K. Pandey Ex-Driver of Loco Shed, S.E. Railway, Bilaspur is legal and justified? If so, to what relief the workman is entitled ?”

2. The case of the workman, in short, is that the workman was appointed on 14-6-1956 and was continuing in the employment of the management. When he was working on the substantive post of Goods Train Railway Driver, he was declared medically unfit for the said post on 22-11-90 vide Medical Authority's letter No. 2890 dated 22-11-90. He sought his retirement from service under the provision of Railway rules. It is stated that the management had not accepted his application for retirement within three months from 21-12-1990 as has been provided under rules and the payment of retirement dues was abnormally delayed till 30-9-92. It is stated that just before medical decategorisation of the workman a sum of Rs. 6000 was recovered from his salary on the name of excess payment. He had earlier represented for fixation of pay which was not done and had effected recurring monetary loss. The workman was entitled for payment of package allowance on his retirement. The workman was also entitled his pension from December 1990 whereas the pension had been paid from December 1991 and was kept him most unlawfully on no salary or subsistence allowance and on arbitrarily manner forced payment of leave salary of all these day till December, 1991, i.e. the month of settlement of pension. It is stated that the workman was extra pecuniary support for abnormal delay in final settlement of his retiral benefit. It is submitted that the management be directed to pay the pension from December, 1990 with other dues and an interest @ 18% thereof.

3. The management appeared and filed Written Statement in the reference. The case of the management, inter alia is that it is admitted that the workman sought his retirement from service under the provision of rules. However voluntary retirement on medical gounds can only be accepted after verifying several factors. It is not automatic. It is stated that the application for voluntary retirement on medical gound was filed by the workman on 16-4-91. He had a vigilance case and the clearance from the vigilance department was received on 3-10-91. Thereafter the application of the workman for voluntary retirement was accepted on 8-10-91. Thereafter his PF and CGEGIS amount had been passed on 15-12-91 as well as pension and commutation of pension were passed on 30-1-92. As such there was no delay in settlement of retiral dues. It is stated that in the year 1991, the workman was sick for 106 days from 23-5-91 to 5-9-91 and due to oversight his salary was drawn. He had no leave in his credit as such the amount of Rs.6000 was deducted from his gratuity. It is stated that the workman had not opted by filing any application for fixation of pay in terms of Est. Sr. No.312/78 and therefore it

was treated that he opted in revised scale from 1-1-73. It is stated that the workman was not entitled for package allowance as his address was within 20 K.M. On the above grounds, the workman is not entitled to any relief.

4. On the pleadings of both the parties the following issues are framed for adjudication:—

I. Whether the demand of Shri R. K. Pandey, Ex-Driver of Locoshed, SE Railway, Bilaspur is legal and justified ?

II. To what relief, the workman is entitled ?

5. The workman after filing his statement of claim in the reference absented. As such the then Tribunal proceeded the reference ex parte against the workman on 20-2-2008.

6. Issue No. I

To prove the case, the management has examined Shri R. Shankaran who was Asstt. Personnel Officer in South East Central Railway, Bilaspur. He has supported the case of the management. His evidence shows that the workman applied by filing application dated 16-4-91 for voluntary retirement on the medical ground but the acceptance of voluntary retirement by the management was not automatic rather it was dependent after following rules and regulations as well as verifying several factors such as clearance from Vigilance and D & A cases. He has stated that it takes time in the process and therefore there was no willful delay of the payment of the workman. He has further stated that Rs. 6000 was excess paid of 106 days as there was no leave and the same was deducted from his gratuity. He has stated that he had not opted for fixation of pay in terms of Est. Sr.No.312/78 and therefore it was deemed to have opted for revised scale. He has stated that his residential address was less than 20KM and therefore he was not entitled for package allowance. His evidence is unrebutted. There is no other evidence on the record to contradict his evidence. Since there is no evidence of the workman, the evidence of the management cannot be disbelieved. Thus it is clear that the demand of the workman is not justified as the management had rightly passed order of voluntary retirement after following the rules and regulations. This issue is decided in favour of the management.

7. Issue No. II

On the basis of discussion made above I find that the workman is not entitled to any relief. Accordingly the reference is answered.

8. In the result, the award is passed without any order to costs.

9. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

नई दिल्ली, 4 मार्च, 2011

का.आ. 901.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकारण/श्रम व्यायालय धनबाद, न.-1 को पंचाट (संदर्भ संख्या 44/1999 व 37/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-3-2011 को प्राप्त हुआ था।

[सं. एल-2012/385/1999-आईआर (सी-1),
एल-20012/386/1998-आईआर (सी-1)]

डी. एस. श्रीनिवास राव, डेस्क ऑफिसर

New Delhi, the 4th March, 2011

S.O. 901.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 44/1999 & 37/1999) of the Central Government Industrial Tribunal-cum-Labour Court -1, Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCCL and their workman, which was received by the Central Government on 4-3-2011.

[No. L 20012/385/1999-IR (C-I),
L-20012/386/1998-IR(C-I)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1, DHANBAD

In the matter of a reference U/s. 10 (1) (d) (2A) of I. D. Act
1947

Reference No. 44 of 1999

Reference No. 37 of 1999

Parties : Employers in relation to the management of Mudidih Colliery of M/s. BCCL.

And

Their workmen

Present : Shri H. M. Singh, Presiding Officer.

APPEARANCES:

For the Employers : Shri D.K. Verma, Advocate

For the Workman : Shri R.R. Ram, Vice President,
Bhujan Mazdoor Union

State : Jharkhand

Industry : Coal

Dated 17-2-2011

AWARD

1. Reference No. 44 of 1999— By Order No. L-20012/385/98-IR (C-I) dated 11-3-99 the Central Government in the Ministry of Labour has, in exercise of

the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :—

“Whether the action of the management of Mudidih Colliery of M/s. BCCL in dismissing Sri Gorela Satnami, M/Loader from the services of the company w.e.f. 5-11-91 is justified? If not, to what relief the concerned workman is entitled ?”

2. Reference No. 37 of 1999— By Order No. L-20012/386/98- IR (C-I) dated 11-3-99 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-sec. (1) and sub-sec. (2A) of Section 10 of the I.D. Act 1947, referred the following dispute for adjudication to this Tribunal :

“Whether the action of the management of Mudidih Colliery of M/s. BCCL in dismissing Sri Sarju Ram, Attendance Clerk from the services of the company w.e.f. 5-11-91 is justified ? If not, to what relief the concerned workman is entitled ?”

3. Both the reference cases are the same regarding same incident. Both the workman involved in assault of Sri R.P. Singh, Asstt. Colliery Manager of Mudidih Colliery. The management issued chargesheet to both of them and thereafter hold enquiry against them jointly. On the request of both the parties both the reference cases were heard together.

The enquiry has been found to be fair and proper vide order dated 5-2-2010.

4. The fact of the case is that on 8-2-97 at about 9 a.m Sarju Ram, Attendance Clerk, No. 3 Pit Mudidih Colliery and Gorela Satnami, miner/loader, 3 Pit Mudidih Colliery went to Jogta Pit alongwith 4/5 other persons to discuss about some problems with Sri R.P. Singh, Senior Under Manager of Jogta and during the discussion both S/Shri Sarju Ram and Gorela Satnami alongwith other persons present with them assaulted Sri R.P. Singh and also threatened with dire consequences.

The management filed enquiry proceedings which were marked Exts. M-1 to M-11.

5. Main argument advanced on behalf of the concerned workman in Reference No. 37 of 1999 regarding dismissal of Attendance Clerk, Sarju Ram. It has been argued that the concerned workman was acquitted by Criminal Court. On the same charges the management lodged P.S. Case against the concerned workman.

In this respect the concerned workman filed order of Criminal Court T.R. No. 35/09, G.R.Case No. 294/97 passed by judicial Magistrate, Ist Class, Dhanbad, dated 5-3-09 in which the concerned workman with other co-worker, Asgar Mia were acquitted. It shows that on same incident the concerned workman has been dismissed from service, but he has been acquitted.

6. Management's representative argued that the act of violence and mis-behaviour of the concerned workman with Sri R.P.Singh, he has been dismissed from company's service and no lenient view can be taken. The dismissal order of the concerned workman is Ext. M-11, in which it has been mentioned that a copy of enquiry report has been given to him on 1-10-97. But that has not been proved by postal receipt. The reply of the concerned workman dated 8-10-1997 shows that by this letter he has demanded enquiry report in Hindi because the enquiry report was in English. So he was unable to give reply. Therefore, he has demanded enquiry report in Hindi, so that he can give reply. So, no reasonable opportunity was given to the concerned workman for his reply before passing dismissal order. As per law laid down in Current Labour Report (SC) 1991 page 61 that supply of a copy of the inquiry report along with recommendations, if any, in the matter of proposed punishment to be inflicted would be written the rules of natural justice.

7. Regarding allegation against other concerned workman in Reference No. 44 of 1999, Gorelal Satnami no evidence has been produced that he was acquitted, rather acquittal of Sarju Ram's order shows that Gorelal Satnami's case has been separated from Sarju Ram by Judicial Magistrate, which is still pending.

8. The management referred 2005 Supreme Court Cases (L&S) 412 in which Hon'ble Supreme Court laid down-

"Industrial Disputes Act, 1947 - S. 11-A -Discretion under - Scope of and when to be exercised - Held, Tribunal/ Labour Court has jurisdiction to interfere with punishment awarded in domestic Inquiry only for good and valid reasons - If Tribunal done interfere with the punishment it should bear in mind principle of proportionality between gravity of offence and stringency of punishment - Appellant workmen along with others forming unlawful assembly and armed with deadly weapons going to office of General Manager, assaulting him and his colleagues and causing them injuries- Punishment of dismissal if proportionate - Held, act of violence is considered as an act of grave misconduct calling for stringent punishment - Assault, while discharging their duties, by workmen on senior officials of management is such that officials managing the affairs will be demoralised - Fact that victims of assault did not die is not a mitigating circumstances to reduce sentence of dismissal -Courts below by condoning the act of physical violence have undermined the discipline of the organisation, "hence it can never be said that Tribunal could have exercised its authority under S. 11-A" -Substitution of order of dismissal in such a case by courts below and withholding of one increment permanently as punishment is wholly disproportionate to gravity of misconduct and is insupportable - punishment of dismissal conferred - Alleged motive for mob attack on management, being death

of two workmen due to bursting of a water tank, not even adverted to or considered- punishment-Proportionality Misconduct - Insubordination- Acts subversive of discipline - Physical violence against management - Punishment for."

Management also referred (2008) I Supreme Court Cases (L&S) 890 in which Hon'ble Supreme Court laid down that where two views are possible on evidence, Industrial Tribunal should be very slow in interfering with the findings arrived at in domestic enquiry.

Another law referred by the management is 2005 S.C.C. (L&S) 133 in which the Hon'ble Supreme Court laid down that a teacher, abusing and assaulting the Principal though on grave provocation from the Principal - Held even on grave provocation a teacher is not expected to abuse the head of the institution in filthy language and assault him with chappal.

In the present case abusing and assaulting has not been proved by the management in the Criminal Trial No. 35/09 in the Court of Judicial Magistrate, 1st Class, Dhanbad.

9. Considering the facts and circumstances, it shows that in Reference No. 37 of 1999 Sarju Ram is entitled to reinstatement with 50% back wages from the date of his dismissal. Regarding Reference No. 44 of 1999 Gorelal Satnami is not entitled to any relief.

10. In the result, I render a common award in both the reference cases.

In Reference No. 37 of 1999, the action of the management of Mudidih Colliery of M/s. BCCL in dismissing Sri Sarju Ram, Attending Clerk from the services of the company w.e.f. 5-11-97 is not justified. The concerned workman is entitled to be reinstated in services with 50% back wages from the date of his dismissal with other consequential benefits. The management is directed to implement the award within 30 days from the date of publication of the award.

In Reference No. 44 of 1999, the action of the management of M/s. BCCL in dismissing Sri Gorelal Satnami as Loader from the services of the company w.e.f. 5-11-97 is justified and the concerned workman is not entitled to any relief.

This is my award.

H.M. SINGH, Presiding Officer

नई दिल्ली, 4 मार्च, 2011

का.आ. 902.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केंद्रीय सरकार मैसर्स टी आर एस सी ओ के प्रबंधतात्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केंद्रीय सरकार औद्योगिक अधिकारण/श्रम न्यायालय, धनबाद न.-1 के पंचाट (संदर्भ संख्या

106/1990) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-3-2011 को प्राप्त हुआ था।

[सं. एल-20012/232/1989-आई आर (सी-I)]

New Delhi, the 4th March, 2011

S.O. 902.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 106/1990) of the Central Government Industrial Tribunal-cum-Labour Court -1, Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. TISCO and their workman, which was received by the Central Government on 04-03-2011.

[No. L-20012/232/1989-IR (C-I)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. I, DHANBAD**

In the matter of a reference U/s.10 (1) (d) (2A) of I. D. Act

Reference No. 106 of 1990

Parties : Employers in relation to the management of Jamadoba 6 & 7 Pits Colliery of M/s. TISCO Ltd.

And

Their workmen

Present : Shri H. M. Singh, Presiding Officer

Appearances:

For the Management : Shri D.K. Verma, Advocate

For the Workman : None

Dated 22-2-2011

AWARD

By Order No. I- 20012/232/89-IR (Coal-I) dated 2-5-90 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub- sec. (1) and sub- sec. (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

"Whether the action of the management of Jamadoba 6 & 7 Pits Colliery, M/s. Tisco Ltd. P.O. Bhaga, Dist. Dhanbad in not regularising Shri Khajan Singh, Shri Hira Singh, Shri Tirlok Singh, Shri Gyan Singh, Shri Hrahmdeo Turi, Shri Sarju Turi, Md. Abbas, Shri Jailal Turi and Shri Mumtaz in Cat. IV is justified? If no, to what relief the workman are entitled?"

2. The case of the concerned workman is that they have been working in permanent post for a long time in 5 &

7 Pits Jamadoba Colliery of TISCO Ltd. They were found suitable and capable for performance of the job of Sand Stowing Operation although most of them barring a few workman are in Category-I. The job performance of Sand Stowing Operation has been categorised in Cat. IV as laid down in the NCWA-I to IV. The concerned workman fully performed the job of Cat. IV for a period of long duration and have been paid difference of wages of Category-IV. The management ought to have been regularised them as Cat. IV workman long before but avoided to do justice to them. Thereafter an industrial dispute was raised before A.L.C. (C), Dhanbad, which ended in failure and hence the present dispute had been referred to this Tribunal for adjudication.

3. The case of the management is that the concerned workman were initially appointed as General Mazdoors and in course of time were shifted to stowing and other department. They were deputed to work as stowing Mazdoors, stowing Fitter Helpers, Stowing pipe stries etc. as and when required in the mine. During the period they worked on higher category jobs, they were paid the difference of wages for performing high-category jobs. They are demanding for their regularisation in Cat. IV on their assertions that they had actually performed Category-IV jobs and are fit to be regularised in Cat. IV. It has been submitted that the management has permanent strength of workman on each department including stowing department in different categories or groups, and the question of regularisation of permanent workman of holding the post of general mazdoor, on a higher post, depends on the availability of permanent vacancy on the high post. All the concerned workman were holding the permanent posts of general mazdoors in Category-I and they could not be regularised as stowing mistries or stowing tyndals in Category-IV in absence of permanent vacancies of such posts and without first being promoted to the permanent posts of stowing mazdoors in Cat. III or fitter helpers in Category-II. As they had worked on some occasions as Stowing Tyndals or Stowing Mistries, they were paid difference of wages between Category-IV and Category-I but on that ground they can not demand for outright promotion to Category-IV in the form of regularisation.

Under such circumstances, it has been prayed that the Hon'ble Tribunal be graciously pleased to pass the award holding that the action of the management is legal and justified and the concerned workman is not entitled to any relief.

4. Both the parties have filed their respective rejoinders admitting and denying some of the contents of the paragraphs of each other's written statement.

5. The concerned workman has produced WW-1,
Khajan Singh.

The management has produced MW-1, Asim Kumar Basu and proved documents as Exts. M-1 to M-4.

6. Main demand from the workman side is that they are working in Jamadoba 6 & 7 Pits Colliery of M/s. Tisco since 1983. They were appointed as General Mazdoor in Cat. I and subsequently were sent for stowing work. They worked as Heavy Tyndal in Cat. IV. But they have not been given Category-IV and regularised though they have completed more than 190 days in each calendar year. It has also been mentioned that they can get higher category if they have worked for more than 190 days in that post.

In cross-examination WW-1, Khajan Singh, stated that I can not say the exact rule under which a workman working for more than 190 days in higher job he would be regularised there. I cannot say standing Order of the Tisco. I cannot say details of category given to fitters and stowing mazdoors as per NCWA.

Management's witness, MW-1, Asim Kumar Basu, has clearly stated that the Heavy Tyndals report to Colliery Engineer whereas stowing pipe fitters and mazdoors report to him.

The concerned workman worked as pipe stowing mazdoor and they were paid the difference of wages. Sometimes they also worked as helper to the fitter in the stowing pipe section for which also they have been paid difference in wages. This shows that the concerned workman have not filed any document which may show that they have worked in higher category for which benefit has to be given by the management. Exts. M-1 to M-4 filed by the management show that they have not performed higher category of job for which they can be regularised.

7. Considering the above facts and circumstances, I come to the conclusion that the action of the management of Jamadoba 6 & 7 Pits Colliery of M/s. Tisco Ltd. in not regularising the concerned workman in Category-IV is justified and they are not entitled to any relief.

This is my Award.

H. M. SINGH, Presiding Officer

नई दिल्ली, 4 मार्च, 2011

का.आ. 903.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स लीवर्वैल एविएशन सर्विस के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय मुम्बई न.-2 के पंचाट (संदर्भ संख्या 02/09/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-3-2011 को प्राप्त हुआ था।

[सं. एल-11012/67/2003-आईआर (सी-1)]
डी. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 4th March, 2011

S.O. 903.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 02/09/

2004) of the Central Government Industrial Tribunal-cum-Labour Court -2, Mumbai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Livewel Aviation Services, and their workman, which was received by the Central Government on 4-3-2011.

[No. L-11012/67/2003-IR(C-1)]

D. S. S. SRINIVASARAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, MUMBAI

Present

K.B. KATAKE, Presiding Officer

Reference No. CGIT-2/9 of 2004

Employers in relation to the Management of

(1) M/s. Livewel Aviation Services

9, Narayan Udyog Bhavan,
Lalbaug Industrial Estate,
Dr. Ambedkar Road, Lalbaug,
Mumbai - 400 012.

(2) Indian Airlines Ltd.,

(Now : NACIL)

The Regional Director
Indian Airlines Ltd. (NACIL)
NTB, Vile Parle
Mumbai - 400 099.

A&P

Their Workmen

Mr. Bhagwan Anna Kamble,
Devaji Gard Chawli,
Budda Colony,
Kuria (W),
Mumbai—400 070.

APPEARANCES :

For the Employers No.1 : Shri A.P. Purav, Advocate

For the Employer No. 2 : Mr. R.S. Pai, Advocate

For the Workman : In person.

Mumbai, dated the 4th February 2011

AWARD

1. The Government of India, Ministry of Labour & Employment by its Order No. L-11012/67/2003-IR(C-1) dated 10-02-2004 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of the Industrial disputes Act, 1947 have referred the following industrial dispute to this Tribunal for adjudication:—

“Whether the demand of Shri Bhagwan Anna Kamble for reinstatement in service as cleaner by the management of M/s. Livewel Aviation Services with

full back wages, continuity of service and consequential benefits is legal and justified? If so, to what relief is the workman entitled and from what date?"

2. Both the parties were served with notices. In response to the notice the Second Party appeared through his Representative and filed its statement of claim at Ex. 11. According to the workman he joined the First Party management as an Operator since 1998. His service was clean and unblemished. He was working continuously. The Livewel Aviation Services is a contractor and Air India is the principal employer of the workman. His work is of perennial nature and his contractor and principal employer have committed unfair labour practice by not employing regular employees. The First Party management is not following the procedure of sanctioning leave to the workers. The management refused to entertain the leave applications such as casual leave, medical leave or other leave. Therefore, this worker has made complaint against the Company. The Second Party has taken leave for the year 2001 to 2002. His leave applications were not accepted by the First Party. On the other hand he received show cause notice and charge sheet. They removed him from services illegally. Therefore, Second Party made application to the Asstt. Labour Commissioner (Central). As conciliation failed Labour Commissioner made a report to the Ministry for Reference. The workman thus prays that he be reinstated in the service with full back wages with effect from 29-4-2003.

3. The First Party No. 2 NACIL resisted the claim vide its W.S. at Ex. 13. According to them the workman is not their employee. He was employee of Livewel Aviation Services; therefore this reference is not tenable. There is no relationship of employer-employee between the First Party No. 2 NACIL and the workman. All the allegations in the application are false as workman is not an employee of First Party No. 2 NACIL, thus the question of granting any leave to him does not arise. Therefore they pray that the Reference be dismissed.

4. The Livewel Aviation Services, First Party No. 1 resisted the claim vide their W.S. at Ex. 14. According to them, the workman was their worker and the Reference is not tenable. His services were terminated after domestic enquiry. They denied all the allegations made in the statement of claim and pray that as the Reference is not tenable and the same be dismissed.

5. My Ld. Predecessor has framed Issues at Ex. 17. The matter was posted for recording evidence. The parties have settled the matter amicably. The workman has filed purshis to that effect at Ex. 21. In short, as the matter is settled, Reference stands dismissed for want of prosecution.

ORDER

Reference stands dismissed for want of prosecution.

Date : 04-02-2011

K. B. KATAKE, Presiding Officer

नई दिल्ली, 4 मार्च, 2011

का.आ. 904.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पैसर्स लीवैल अविएसन सर्विस के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, मुम्बई नं.-2 के पंचाट (संदर्भ संख्या 02/08/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-3-2011 को प्राप्त हुआ था।

[सं. एल-11012/66/2003-आई आर (सी-I)]
डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 4th March, 2011

S.O. 904.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 02/08/2004) of the Central Government Industrial Tribunal-cum-Labour Court-2, Mumbai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Livewel Aviation Services, and their workman, which was received by the Central Government on 4-3-2011.

[No. L-11012/66/2003-IR (C-I)]

D. S. S. SRINIVASARAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.2, MUMBAI

Present

K. B. KATAKE, Presiding Officer

Reference No. CGIT-2/8 of 2004

Employers in Relation to the Management of :

(1) M/s. Livewel Aviation Services

9, Narayan Udyog Bhavan,
Lalbaug Industrial Estate,
Dr. Ambedkar Road, Lalbaug,
Mumbai—400 012

(2) Indian Airlines LTD., (Now : NACIL)

The Regional Director
Indian Airlines Ltd. (NACIL)
NTB, Vile Parle,
Mumbai—400 099.

AND

Their Workman

Mr. Rakesh Shankar Pawar,
Pujari Chawal, Jaishankar Chowk,
Pipeline, Kurla, Mumbai-400 070

APPEARANCES:

For the Employer No. I: Ms. A. P. Purav, Advocate
 For the Employer No. 2: Mr. R. S. Pai, Advocate
 For the Workmen : In person

Mumbai, dated the 4th February, 2011

AWARD

1. The Government of India, Ministry of Labour & Employment by its Order No. L-11012/66/2003-IR (C-I) dated 10-02-04 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of the Industrial Disputes Act, 1947 have referred the following industrial dispute to this Tribunal for adjudication:—

“Whether the demand of Shri Rakesh Shankar Pawar, for reinstatement in service as cleaner by the management of M/s. Livewel Aviation Services with full back wages, continuity of service and consequential benefits is legal and justified? If not, to what relief is the workman entitled and from what date?”

2. Both the parties were served with notices. In response to the notice the Second Party appeared through his Representative and filed its statement of claim at Ex. 11. According to the workman he joined the First Party management as a Helper since 1998. His service was clean and unblemished. He was working continuously. The Livewel Aviation Services is a contractor and Air India is the principal employer of the workman. His work is of perennial nature and his contractor and principal employer have committed unfair labour practice by not employing regular employees. The First Party management is not following the procedure of sanctioning leave to the workers. The management refused to entertain the leave applications such as casual leave, medical leave or other leave. Therefore, this worker has made complaint against the Company. The Second Party has taken leave for the year 2001 to 2002. His leave applications were not accepted by the First Party. On the other hand he received show cause notice and charge sheet. They removed him from services illegally. Therefore, Second Party made application to the Asstt. Labour Commissioner (Central). As conciliation failed Labour Commissioner made a report to the Ministry for Reference. The workman thus prays that he be reinstated in the service with full back wages with effect from 30-4-2003.

3. The First Party No. 2 NACIL resisted the claim vide its W.S. at Ex. 13. According to them the workman is not their employee. He was employee of Livewel Aviation Services; therefore, this reference is not tenable. There is no relationship of employer-employee between the First Party NACIL and the workman. All the allegations in the application are false as workman is not an employee of the First Party NACIL, thus the question of granting any leave

to him does not arise. Therefore they pray that the Reference be dismissed.

4. The Livewel Aviation Services, First Party No. 1 resisted the claim vide their W.S. at Ex. 14. According to them the workman was their worker and the Reference is not tenable. His services were terminated after domestic enquiry. They denied all the allegations made in the claim and pray that as the Reference is not tenable same be dismissed.

5. My Ld. Predecessor has framed Issues at Ex. 18. The matter was posted for recording evidence. The parties have settled the matter amicably. The workman has filed purshis to that effect at Ex. 26. In short, as the matter is settled, thus Reference stands dismissed for want of prosecution.

ORDER

Reference stands dismissed for want of prosecution.

Date: 4-02-2011

K. B. KATAKE, Presiding Officer

नई दिल्ली, 7 मार्च, 2011

का.आ. 905.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एन.एल.यी.एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकारण/श्रम व्यायालय, चेन्नई के पंचाट (संदर्भ संख्या 18/2010) को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-03-2011 को प्राप्त हुआ था।

[सं. एल-22012/7/2010-आई आर (सी एम-11);
 डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी]

New Delhi, the 7th March, 2011

S.O. 905.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 18/2010) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure in the Industrial Dispute between the management of C.T.O., Neyveli Lignite Corporation Ltd., Neyveli Lignite Corporation, C.T.O. and their workmen, received by the Central Government on 7-3-2011.

[No. L-22012/7/2010-IR (CM-II)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
 INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
 CHENNAI**

Thursday, the 24th February, 2011

Present : A.N. JANARDANAN Presiding Officer

Industrial Dispute No. 18/2010

(In the matter of the dispute for adjudication under clause(d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of Neyveli Lignite Corporation Ltd. and their Workman)

BETWEEN

Sri Francis Priyara : 1st Party/Petitioner

Vs.

The General Manager : 2nd Party/Respondent
 (Corporate Environment Cell)
 C.T.O. Neyveli Lignite Corporation
 Ltd. Neyveli—607801

APPEARANCE :

For the 1st Party/Petitioner : Sri V. Ajoy Khose,
 Advocate

For the 2nd Party/Management : M/s. N.A.K. Sarma, N.
 Nithianandam,
 Advocates

AWARD

The Central Government, Ministry of Labour vide its Order No. L-22012/7/2010-JR (CM-II) dated 29-04-2010 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

“Whether the action of the management of M/s. Neyveli Lignite Corporation Ltd. Neyveli in denying the salary and other benefits to Sri. M. Francis Priyara during the period of suspension i.e. 23-03-2001 to 03-06-2001 is legal and justified? To what relief is the workman concerned entitled?”

2. After the receipt of Industrial Dispute, this Tribunal has numbered it as ID 18/2010 and issued notices to both sides. Both sides entered appearance through their Counsel advocates and filed their Claim Statement and Counter Statement as the case may be.

3. The averments in the Claim Statement briefly read as follows:

First Party No. 1 working as Operator Grade-IA by way of successive promotions accrued to him had always been meted out indifferent treatment by the Shift-in-Charge denying lawful attendance, incentive, OT wages etc. On 18-03-2001 he could not take the van due to pain on chest, etc. and therefore he was sent to General Hospital. On 23-02-2001 he was kept as spare with no work allotted. On 18-03-2001 as memo was issued to him alleging disobedience of superiors and use of un-parliamentary words. He was also suspended. He was charge sheeted on 27-03-2001 with further allegations that petitioner refusing to operate pick-up carriers affected normal work in Mini Auto/Mine-I one and also that he abused superiors with

filthy language. On 02-06-2001 suspension was revoked. Setting Management ex-parte by enquiry report dated 29-09-2001 petitioner was found not guilty. But he has not been paid allowances for the period of suspension or quarterly incentive, in spite of series of requests. A denovo enquiry was ordered without notice to the petitioner. Copy of the order of enquiry report have not been given to him in spite of request. He was informed about the inability to furnish a copy of the order and was advised to approach the Disciplinary Authority for copy. Denovo enquiry is without any provision support. On 26-08-2003 only copy of complaint was given. No final order was passed against and therefore petitioner raised an ID before Assistant Commissioner of Labour (Central) who sent a failure report as per which the reference is made. Non-payment of wages, other allowances and incentive during the suspension between 23-03-2001 to 03-06-2001 is illegal, unjust, arbitrary, unreasonable and violative of Article-14 of the Constitution. With his exoneration from the charges by the finding of the Enquiry Officer he is deemed to have continued in service during the suspension period. Ordering a denovo enquiry is illegal and without jurisdiction. Management cannot refuse ex-parte enquiry report in favour of the workman. Management should have given notice and sought for his explanation. Unless he is found guilty proved by a punishment imposed he shall be paid his wages and allowances as if on duty. Suspension beyond 14 days impermissible under the Standing Orders is illegal. Management failed to complete enquiry and pass final orders and is at fault. Hence the claim.

4. The Counter Statement contentions briefly read as follows :

ID is frivolous and vexatious, raised in 2009 with an antiquity of 10 years as a dead claim. It is barred by latches and delay. There is suppression of material facts. Party No. 1 was in charge of very sensitive post for transporting employees to the mines and bringing them back. He had been in the habit of indulging in misconducts of insubordination abusing superiors, not carrying out works, manifesting militant and intimidating behaviour, etc. He repeated his misconducts on 18-03-2001 and 22-03-2001 as before Enquiry Officer by his 29-09-2001 report without providing reasonable opportunity to the Management to adduce evidence absolved the Party No. 1 of the charge on technical ground, contrary to the materials and party's admission. The finding was not concurred with by the Disciplinary Authority. Hence denovo enquiry was ordered and conducted which is just and reasonable and is within the realm of power. Party No. 1 participated in the enquiry but did not cooperate with Enquiry Officer disabling completion of the enquiry. He was making untenable request for copies of complaints which was furnished on 26-08-2003. He never denied or accepted the charge preventing to proceed with the enquiry to its finality. Party No. 1 was rude in his behaviour. Interim Enquiry Report dated

21-02-2004 was submitted. Enquiry did not attain finality due to conduct of Party No. 1. In a previous enquiry for proved charges he had been removed from service on 31-10-2004 which were held proved in ID 82/2006 of this Tribunal. However, Tribunal modified the award dated 5-08-2009 reducing punishment which is challenged in Writ Petition No. 22848/2009 in the High Court. Charges against Party No. 1 do not stand absolved. Suspension period from 24-03-2001 to 3-06-2001 is not regularized. The claim is untenable. Disciplinary proceedings are still pending as per Charge Memo dated 27-03-2001. It is denied that Enquiry Officer expressed inability to proceed with the enquiry for a reason that he was not able to convince Party No. 1 as to how the order of denovo enquiry was legal. There is no merit in the dispute and it is to be dismissed. The present enquiry has not reached conclusion since Party No. 1 got terminated under another Charge Memo issued in the year 2000.

5. Points for consideration are :

- Whether denial of salary and other benefits to Party No. 1 during the period of suspension from 23-03-2001 to 3-06-2001 is legal and justified?
- To what relief the concerned workman is entitled?

Points (i) & (ii)

6. When the matter stood for enquiry the petitioner was not present nor represented. Respondent was represented. The petitioner is therefore called absent and set ex-parte. Heard the learned counsel for the Respondent who submitted the claim to have been stale and is bad due to iatches and delay. It is brought home that the dispute on hand is one raised in 2009 after he was actually removed from service for a proven misconduct in another Charge Memo dated 3-10-2000.

7. In the absence of any evidence to substantiate the claim the Petitioner/Party No. 1 who is set ex-parte cannot be found entitled to any claim. Therefore the action of the Management is only to be held as legal and justified. So found. The petitioner is not entitled to any relief.

8. The reference is answered accordingly.

(Dictated to the P.A. transcribed and typed by him, corrected and pronounced by me in the open court on this day the 24th February, 2011)

A.N. JANARDANAN, Presiding Officer

Witnesses Examined :

- For the 1st Party/Petitioner : None
For the 2nd Party/Management : None

Documents Marked:—

From the Petitioner's side

Ex. No.	Date	Description
	Nil	

From the Management side:

Ex.No.	Date	Description
	Nil	

नई दिल्ली, 7 मार्च, 2011

का.आ. 906.—ऑटोग्राफिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एफ.सी.आर. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ऑटोग्राफिक विवाद में केन्द्रीय सरकार ऑटोग्राफिक अधिकरण/श्रम व्यवालय, कोलकाता के पंचाट (संदर्भ मंसूबा 08/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-03-2011 को प्राप्त हुआ था।

[सं. एल-22012/191/2003-आई आर (सी एम. II : 1)
डी. एस. एम. श्रीनिवास गव, डेस्क अधिकारी]

New Delhi, the 7th March, 2011

S.O. 906.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 08/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Kalkata as shown in the Annexure in the Industrial Dispute between the management of Food Corporation of India, and their workmen, received by the Central Government on 7-03-2011.

[No. L-22012/191/2003-IR (CM-II)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, AT KOLKATA

Reference No. 08 of 2004

Parties: Employers in relation to the management of Food Corporation of India

AND

Their workmen

Present : Mr. Justice Manik Mohan Sarkar

.... Presiding Officer

APPEARANCES:

On behalf of the : Mr. A. Bagchi, I.d. Advocate
Management

On behalf of the : Mr. M.S. Dutta, I.d. Advocate
Workmen

State : West Bengal Industry : Food

Dated: 22nd February, 2011

AWARD

By Order No. L-22012/191/2003-IR (CM-II) dated 10-03-2004 the Government of India, Ministry of Labour in exercise of its powers under Section (i)(1)(d) and (2A) of

the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication:

"Whether the action of the management of Food Corporation of India, Kolkata in removing three casual workmen S/Sh. Sukumar Chal, Gopal Begi and Sankar Paswar working since 1991 at FCIFSD Nandibagan under District Manager, FCI, Howrah by an oral order w.e.f. 5-12-2002 is legal and justified? If not, to what relief they are entitled?"

2. In its statement of claim the workmen union has stated that three workers, namely, S/Sh. Sukumar Chal, Gopal Begi and Sankar Paswar were engaged as whole-time workers at FCI Food Storage Depot (FSD), Nangibagan under the District Manager, FCI, Howrah on respective dates as in July, 1986, 2-05-1989 and 23-04-1991 and those workers had been working in the Corporation till the date of their termination with effect from 5-10-2002. Though these workmen were loosely called casual labourers, in fact they were doing the work of permanent nature continuously supposed to be done by Class -IV staff of the FCI and they were being paid by the management of FCI itself. Their termination was done with effect from 5-0-2002 without complying with the mandatory provisions of Section 25F of the Industrial Disputes Act, 1947 though these workmen were working under the FCI continuously, for 14 years till before their termination. It is further stated that the termination of services of the concerned workmen amounted to retrenchment within the meaning of Section 2(oo) of the said Act and so the action of the management of FCI became invalid, inoperative and void since the FCI failed to comply with the condition precedent of retrenchment by way of payment of compensation, service of notice etc. Under the various circulars and precedents of FCI, the concerned workmen were entitled to be absorbed in the permanent roll of FCI, but the management of FCI had a mala fide motive to exploit them calling them as casual workmen and thereby deprived them of their legitimate grade and scales of pay of Class-IV employees of FCI and also had an ulterior motive to avoid their regularization and caused their illegal removal from the service. It is also claimed that the action of the management Corporation amounted to unfair labour practice in contemplation of Clause 10 of the Fifth Schedule of the Act. It is further stated that after their illegal retrenchment the workers made several representation to the management for their reinstatement, but without any result. Subsequently, the union raised the dispute before the Regional Labour Commissioner (Central), Kolkata and as the conciliation proceeding failed, this reference was made.

3. In its written statement, management of Food Corporation of India stated that stipulation for engagement of casual worker in any office of the Corporation was banned by circular No. 28/86 dated May 2, 1986 having reference to earlier circular No. 33/80, though this embargo

was not subjected to such engagement of labour/worker for not more than seven days. In the same circular, continuing with such casual workers continuously for indefinite period without their regularization was viewed seriously and further it was decided that no person should be appointed on casual daily-rated part-time basis in the office of the Corporation any more. In the circular dated May 6, 1987 engagement of casual or daily-rated or part-time employee was stopped to be appointed and a proposal was placed before the Board of Directors in its 176th meeting held on 24th February, 1987 to relax the bar on recruitment for filling up entry level category of Group-III and IV posts for considering casual and daily rated employees who had completed other requirements for the post. Thereupon another circular dated January 19, 1991 was circulated by the Head Quarter of FCI barring appointment of any person on casual/daily-rated or part-time basis in the office of the Corporation and infringement of such order was stated to attract disciplinary action against the defaulter. In view of the above stated circulars, as the present three workmen were engaged after the cut-off date of 2nd May, 1986, the benefit of regularization could not be extended to them through the workmen concerned are to lead evidence to show that they had worked for 240 days or more in the year preceding their termination which the management Corporation denied. Appointment of any person in the permanent post in the nature of work of these workmen being casual labourers, does not arise since they used to work casually, as and when their service was needed and available. The management Corporation has categorically denied that the concerned workmen worked for FCI continuously for 14 years.

4. A rejoinder on behalf of the workmen has been filed without adding anything new but with denial of the case made out by the management of FCI para-wise.

5. Admittedly the workmen concerned were daily-rated workers under the management Corporation since different dates as mentioned earlier and there is no denial from the side of the management Corporation that their engagement was discontinued. Fact remains that the workmen concerned were never issued with any appointment/engagement letter nor they were discontinued or terminated with any formal letter. In short, both the actions were done orally. It is also admitted from the side of the management Corporation that no pay, notice or compensation was issued to such retrenched workmen at the time of their disengagement or termination. Naturally, it has been pleaded on behalf of the workmen by Mr. M.S. Dutta, the Ld. Advocate that the termination becomes a nullity.

6. It is a fact that even though there is no specific mention in the provision of Section 25F of the Industrial Disputes Act, 1947 that termination of a workman working for a year under an employer, without complying with the

preceding act of making payment of pay and compensation together with the notice shall entitle the workman to be reinstated in service for non-compliance of the statutory provision, but from the language of the provision of Section 25F of the Act shows that compliance so directed at the time of termination of the workman is a mandatory one and automatic induction becomes inevitable that the workmen is to be deemed not to have been terminated and his status should be the same as it was just before such disengagement or termination.

7. Now, it is to be considered, whether in the present case, the workmen will be entitled to automatic reinstatement with back wages and there emerges a confrontation in between the employer and the employees as it is pleaded from the side of the management Corporation that the reinstatement should not be ordered as a straight-jacket formula. It is further submitted that before consideration of such consequence many factors are to be assailed through.

8. Mr. Bagchi, the Ld. Advocate for the management Corporation submitted that the engagement of the workmen concerned on different dates were made by the different units/offices of the Corporation, in defiance to the Corporation's direction against engagement of any daily-rated casual labourers/workers after the cut-off date 02-05-1986 when an office circular was issued to all the offices of the Corporation calling their attention not to appoint any casual labourers/workers and referred to contents of Ext. M-8 which is Circular No. 28 of 1986 dated 2nd May, 1986 which referred to an earlier Office Circular No. 33 of 1980 dated 26 March, 1980 bearing file No. 34/80-EP wherein it is stipulated that no casual labour and worker may be appointed in the office of the Corporation for more than 7 days. Mr. Bagchi referred to several other exhibited documents being exhibits M-2, M-9, M-10 etc. It is submitted by him that the engagement of the present workmen so made after 02-05-1986, was against a scheme or against any sanctioned post having no benefit of permanent nature or character of a post and submitted that the authorities of the Corporation engaging these workmen as casual workers flouting the said office circular, makes the engagement totally as illegal.

9. In this context, it is to be seen whether the engagement of the present workmen after the cut-off date 2-05-1986 was illegally done by defying with the management Corporation's dictate in that respect in the consecutive circulars barring appointment of casual workers. Admittedly, the workmen concerned were appointed on different dates after the said cut-off date of 02-05-1986. The office circulars do not create any statutory force in respect of the direction given in those office circulars since these are some executive orders and thus non-observance and disobeying the said directions in those circulars in the act of engagement of casual workers becomes an irregular act and not an illegal act. So, it cannot

be said that the workmen concerned cannot take the route of non-compliance of the provisions of Section 25F of the Act at the time of their disengagement by the authorities of the Corporation as their engagement was irregular act of the officers of the management Corporation.

10. In this respect Mr. M. S. Dutta, Ld. Advocate for the workmen concerned submitted that if the condition of non-compliance of pre-condition at the time of termination of a casual/daily-rated worker was not observed by the employer, their termination becomes illegal. In this regard, in respect several decisions have been cited by Mr. Dutta relied upon 1976-I-LLJ 478(SC), 1980-I-LLJ 109(SC), 1984-I-LLJ, 233(SC), 1985 LAB, I.C. 109(SC) and 1985-I-LLJ, 70(SC). In all those decisions it was a common finding of the Hon'ble Apex Court that non-compliance of the provisions of Section 25F of the Act in case of termination of service of a casual/daily-rated worker makes the termination illegal and reinstatement with back wages were directed in those decisions. In all those decisions it was common query of the Hon'ble Apex Court as to whether the workmen concerned completed 240 days work or not. In the present case, perhaps, no controversy has been raised from the side of the management Corporation since the workmen concerned had worked for a considerable period throughout years till before their disengagement/termination. It is also a fact that Section 25F of the Act has given the only criterion for claiming compliance of pay, notice and compensation in case of retrenchment of their working for a period of one year and that period has been specifically explained in provisions of Section 25B of the Act where presumption of 240 days work in a year has been specially earmarked for claiming such benefit by such workman.

11. Mr. Dutta also relied upon some other decisions reported in 2010-I-LLJ 841(SC), 2010 LAB, I.C. 1723(SC), 2010-II-LLJ, 277(SC), 2010-III-LLJ, 1(SC) and relying upon these decisions it is submitted by him that termination without compliance of the provisions of Section 25F of the Act cannot be sustained.

12. Mr. Bagchi, Ld. Advocate for the management Corporation submitted that the view of the Hon'ble Apex Court has changed in recent times in respect of giving relief to the retrenched workers and automatic reinstatement has been discouraged in cases where the pre-condition of termination as per provisions of Section 25F of the Act has not been complied with. In this respect he relied upon a decision reported in (2009) 15 S.C.C. 627 where the Hon'ble Apex Court has observed that -

"14. It would be, thus, seen that by a catena of decisions in recent times this Court clearly laid down that an order of retrenchment passed in violation of Section 25-F although may be set aside but an award of reinstatement should not, however, be automatically passed. The award of reinstatement with full back wages in a case where the workman has completed 240 days of work in a year preceding the date of termination, particularly, daily wagers

has not been found to be proper by this Court and instead compensation has been awarded. This Court has distinguished between a daily wager who does not hold a post and a permanent employee."

13. In that decision the Hon'ble Court relied upon another decision of the Hon'ble Apex Court as reported in (2008) 1 S.C.C. 575 (Mahboob Deepak vs. Nagar Panchavat, Gajraula). In the said decision this aspect of dealing with the terminated daily-rated workers without compliance of the mandatory provisions of Section 25F of the Act has been stated. Reliance by the management Corporation in a case reported in (2007) 9 S.C.C. 748 (Madhya Pradesh Administration v. Tribhuban) can be mentioned here and the Hon'ble Court has opined.

"The nature of appointment, whether there existed any sanctioned post or whether the officer concerned had any authority to make appointment are relevant factors"

In the said decision the Hon'ble Court held that

"Whereas at one point of time reinstatement of the respondent with full back wages used to be automatically granted, but keeping in view several other factors and in particular, the doctrine of public employment and involvement of the public money, a change in the said trend is now found in the recent decisions of the Supreme Court. The Supreme Court in a large number of decisions in the matter of grant of relief of the kind, distinguished between a daily wager who does not hold a post and a permanent employee. It may be that the definition of 'workman' as contained in Section 1(s) of the Act is wide and takes within its embrace all categories of workmen specified therein, but the same would not mean that even for the purpose of grant of relief in an industrial dispute referred for adjudication, application for constitutional scheme of equity adumbrated under Articles 14 and 16 of the Constitution in light of the Constitutional Bench decision in Umadevi(3) cases [(2006) 4 S.C.C. 1] and other relevant factors pointed out by the Supreme Court in a catena of decisions shall not be taken into consideration."

In the same decision the Hon'ble Court observed

"The interest of justice would be sub-served if the appellant herein be directed to be paid a sum of Rs. 75000 by way compensation to the respondent".

14. The view taken by the Hon'ble Apex Court in the above decision, can have a reflection in another decision reported in (2010) 9 S.C.C. 126 (Incharge Officer v. Sankar Shetty) and therein the Hon'ble Apex Court held

"The course of decision of the Supreme Court in recent years has been uniform on this question and if the principle stated in Jagbir Singh case, (2009) 15 S.C.C. 327 and the decision of the Supreme Court referred to there in

are kept in mind it will be found that the High Court erred in granting relief of reinstatement to the respondent. The respondent was engaged as daily wager in 1978 and is continued for about 7 years intermittently upto 06-09-1985, i.e. about 25 years back. In a case as the present one, it appears that relief of reinstatement cannot be justified and instead monetary compensation would meet the ends of justice."

15. Assailing through the different paragraphs in the present Award in consideration of the submission of the learned Advocates of the respective parties, it is found that the workmen in the present reference were engaged under a irregular process defying the office circular of the management Corporation and they were engaged not against any sanctioned post nor they were engaged through any recruitment process of the management Corporation. However, in view of the discussions made above as well as on going through the views of the Hon'ble Apex Court in different decisions, I am of the view that even if the engagement of the workmen in the present reference was irregular though not illegal, their engagement and subsequent termination after a considerable period of engagement uninterruptedly has been effected and their termination by way of disengagement or retrenchment whatever it may be by the management Corporation, was not done in compliance with the provisions made in Section 25-F of the Act. However, considering the trend of the relief to be given to such retrenched workers in different decisions of the Hon'ble Apex Court, I am of the view that automatic reinstatement of the present workmen should not be ordered even though the present workmen having been retrenched without compliance with the mandatory provisions of Section 25-F of the Act. Rather, a compensation should be a just relief in the present context and it may sub-serve with the relief of compensation.

16. Unfortunately, no material is forthcoming before this Tribunal as to the rate of daily wages the present workmen were receiving till before their retrenchment for assessment of compensation. However, a lumpsum amount may be considered for fixing the compensation for each of the worker in the present reference and such payment of compensation, in my view, will meet the ends of justice in the present context. However, the management Corporation is directed to pay a sum of Rs. 50000 (Rupees fifty thousand only) each of the concerned workmen as compensation within six months from the date of publication of the Award, failing which the said amount compensation shall attract interest @ 9% per annum for the period of such non-compliance, after the said period of 6 months.

17. Accordingly, an Award is passed.

JUSTICE MANIK MOHAN SARKAR, Presiding Officer

Dated, Kolkata,
22nd February, 2011

नई दिल्ली, 7 मार्च, 2011

का.आ. 907.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डब्ल्यू.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण /श्रम न्यायालय नागपुर के पंचाट (सदर्भ संख्या 16/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 07-3-2011 को प्राप्त हुआ था।

[सं. एल-22012/303/2007-आई आर(सीएम-II)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 7th March, 2011

S.O. 907.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 16/2008) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure in the Industrial Dispute between the management of Dhobtala Sub Area of Balarpur Area, WCL and their workman, received by the Central Government on 07-03-2011.

[No. L-22012/303/2007-IR(CM-II)]

D.S.S. SRINIVAS RAO, Desk Officer

ANNEXURE

BEFORE SHRI J. P. CHAND, PRESIDING OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR

Case No.CGJN/NGP/16/2008

Date: 23-03-2011

Party No. 1 : The Sub Area Manager, Dhobtala Mines, Western Coalfields Limited, PO: Shasti, Tal. Rajura, Distt. Chandrapur.

Versus

Party No.2 : Shri Shyamlal Gorelal Vishwakarma, R/o SKMS, C/o Sainik Nala Narsaiya, Opp.WCL Guest House, Rajura Shasti Road, Post: Shasti, Tal. Rajura, Distt. Chandrapur.

AWARD

(Dated: 23rd February, 2011)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of the Dhobtala Sub Area, WCL and their workman, Shri Shyamlal or adjudication as per letter No.L-22012/303/2007-IR(CM-II) dated 15-5-2008, with the following schedule:—

"Whether the action of the management of WCL in denying the promotion to Shri Shyamlal Vishwakarma, Electrician ignoring his seniority and promoting his juniors to his higher scale is legal and justified? To what relief is the workman concerned entitled?"

2. On receipt of the reference, parties were noticed to file their respective statement of claim and written statement, in accordance with which, Shri Shyamlal Vishwakarma, the workman ("the workman" in short) filed his statement of claim and the management of Dhobtala, Sub Area, WCL (Party No.1 in short) filed their written statement.

3. The case of the workman is that he was appointed as Electrician Helper in category-II on 19-7-1992 and he was promoted as Electrician Cat.- IV, due to his performance, sincerity and also seniority, but the management committed illegality and ignored his seniority and did not promote him to the post of Electrician Cat.- V and illegally promoted his juniors to the higher scale, depriving him the promotion. He has prayed for a direction to the management to give him promotion as Electrician Cat.-V w.e.f. 14-10-2006 and to pay all consequential benefits to the said post.

4. The management resisted the claim of the workman by filing the written statement and pleading inter-alia that the DPC constituted for inter cadre promotion found the workman not to be suitable for promotion as Electrician Cat.-V and as such, he was not given the promotion and promotion to the post of Electrician Cat.V was given as per the norms, based on seniority-cum-merit and not only on seniority and no illegality was committed by it in not giving promotion to the workman and as such, the workman is not entitled for any relief.

5. During the pendency of the reference, the workman, the Secretary of AITUC, Ballarpur Area, the Sub Area Manager, DSA and the Sr. Manager (Per), DSA filed a settlement in Form No.H as per Rule 58 of the Industrial Disputes (Central) Rules, 1957 stating that there is an amicable settlement between the parties and according to the said settlement the workman would be given notional promotion w.e.f. 31-3-2009 and actual financial benefit would be admissible with effect from the date of actual assuming charge of higher post by the workman. The settlement has been signed by the workman, the union representative, the management representatives and two other witnesses. In view of such settlement between the parties, the reference is answered as per the terms and conditions of the settlement. The award be treated as a compromise award. The settlement submitted in Form No.H be made a part of the award.

Send a copy of the award alongwith-the copy of the settlement in Form No.H to the Central Government for notification.

J. P. CHAND, Presiding Officer

FORM 'H'
(See Rule 58)

PARTIES

Management Representatives Union Representatives

- | | |
|--|--|
| 1. Shri K. C. Sahu
Sub Area Manager,
DSA | 1. Shri Ravi Wadhai,
Secretary, AITUC,
Ballarpur Area. |
| 2. Shri R.D. Sharma,
C. Mgr. (Per), DSA | 2. Shri Shyamal
Vishwakarma, Workman |

SHORT RECITAL OF THE CASE

The Desk Officer, Ministry of Labour, Govt. of India referred the Subject case to the Presiding Officer, CGIT, Nagpur. The Case No. is CGIT/NGP/16/2008.

The details of the case is as under :—

1. That as per the Manpower Budget 2006-07 a DPC was constituted for promotion of the eligible employees as per the sanctioned Vacancies.
 2. That in M.P. Budget 2006-07 there were two sanctioned vacancies in the post of Electrician Cat. V and there were also two eligible candidates who appeared before DPC for interview/Trade Test, including Shri Shyamlal Vishwakarma. However, only One candidate was promoted.
 3. The DPC did not recommend the name of Shri Shyamlal Vishwakarma for promotion from the post of Electrician Cat. IV to Electrician Cat. V for the reason that his performance (CR) during the year 2005-06 has been rated as "Average". Since as per the Norms formulated by DPC the employees whose performance with "Average" Rating will not be treated eligible for promotion. Thus he was not eligible for promotion in the MP Budget 6-7, 7-8 and 8-9 respectively.
 4. During the interview/Trade Test before DPC in the M.P. Budget 08-09, though there was vacancy the candidate Shri Shyamlal Vishwakarma did not appear before DPC.
 5. Subsequently, the Union has approached the Management with an intention for out of Court settlement on some issues. This is one of these issues wherein the Management has also agreed to examine these cases favourably as per the earliest rules.
 6. Presently the Union has agreed to accept notional promotion of Shri Shyamlal Vishwakarma against the sanctioned vacancy in the 2008-09 Manpower Budget instead of Promotion within the 2006-07 MP Budget without demanding for Financial Benefit.
 7. There was one sanctioned unfilled vacancy in the MP Budget 2008-09 and Shri Shyamal Vishwakarma was one of the contenders. Though he did not appear before DPC.

8. It is therefore proposed to giving Notonal Promotion to Shyamlal Vishwakarma subject to the Form- 'H' Settlement which will be subsequently filed in CGIT.

(a) That the approval for such settlement had been obtained by competentAuthority vide letter no. WCL/IR/Legal/C.F./517 Date 15-12-2010 issued by Sr. Manager (Per)/SE/Legal

TERMS OF THE SETTLEMENT ARE AS UNDER

1. It is mutually agreed that since Shyamlal Vishwakarma, Workman has found entitled by the Departmental Promotion Committee for Promotion of Electrician Cat. V against the sanction vacancy in the manpower Budget 2008-09 and he has been recommended for Promotion. It is mutually agreed that Shri Shyamlal Vishwakarma would be given Notional Promotion w.e.f. 31-03-2009 and actual financial benefit will be admissible with effect from the date of actual assuming charge of higher post.
 2. It is mutually agreed that the Employee or the Union will not Claim for Payment of Financial Benefit for which the dispute has been raised before the Hon. Tribunal.
 3. It is mutually agreed that this is full and final settlement of the above dispute and Shri Shyamlal Vishwakarma, Workman will not raise any dispute whatsoever before by Statutory Form/Court of Law/ Govt. machinery/non-Statutory Forum in this matter either by himself or through any Trade Union.
 4. This Agreement will be binding upon the Workman or Trade Union and the management and treated as full and final.
 5. It is mutually agreed that Shri Shyamlal Vishwakarma or, Trade Union will not treat this case as Precedence in any case in future.
 6. It is also agreed that Shri Shyamlal Vishwakarma and the Union and the Management will jointly file this settlement before the CGIT, Nagpur with a request to Pass a Consent Award in terms of settlement.
 7. It is also agreed that Promotion order would be issued on filing of Pursis at CGIT, Nagpur, and it will be sent to Gouri Sub Area for compliance.

Management Representatives Union Representatives

Sub Area Manager, DSA

(Ravi Wadhai)

(R.D. Sharma)

Chief Manager (Per), DSA

Witness :

(Shyamlal Vishwakarma)

1. (P. N. Narawar) O.S. , DSA
 2. (V. G) Tunghari) Clerk, DSA

नई दिल्ली, 7 मार्च, 2011

का.आ. 908.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार में, केन्द्रीय सरकार मैजगॉव डॉक लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकारण नं. 2, मुम्बई के पंचाट (संदर्भ संख्या 2/40 ऑफ 2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-3-2011 को प्राप्त हुआ था।

[सं. एल-42011/21/2008-आई आर(डीयू)]
जोहन तोपनो, अबर सचिव

New Delhi, the 7th March, 2011

S.O. 908.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT-2/40 of 2008) of the Central Government Industrial Tribunal-cum-Labour Court No. II, Mumbai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Mazgaon Dock Ltd. and their workman, received by the Central Government on 7-3-2011.

[No. L-42011/21/2008-IR(DU)]

JOHAN TOPNO, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, MUMBAI

PRESENT

K.B. KATAKE, Presiding Officer

REFERENCE NO. CGIT-2/40 of 2008

EMPLOYERS IN RELATION TO THE MANAGEMENT OF MAZGAON DOCK LIMITED

The General Manager
Mazgaon Dock Ltd.
Dockyard Road
Mazgaon
Mumbai - 400 010.

AND

THEIR WORKMEN.

The President
Association of Engineering Workers
252, Janata Colony
Ramnarayan Narker Marg
Ghatkopar (E)
Mumbai 400 077.

APPEARANCES:

FOR THE EMPLOYER : Mr. S.V. Alva Advocate.
FOR THE WORKMEN : No appearance.

Mumbai, dated the 11th January 2011.

AWARD

The Government of India, Ministry of Labour & Employment by its Order No. L-42011/21/2008-IR (DU), dated 19-6-2008 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following industrial dispute to this Tribunal for adjudication :

“Whether the action of the management of Mazgaon Dock Ltd in terminating the services of their workman Shri Mangesh Janardan Bhande and Shri Jaganath Vishwanath Adangale w.e.f 31-3-2007 is legal and justified? If not, to what relief these workmen are entitled to?”

2. Both the parties were served with notices. In response to notice the second party union has filed its statement of claim at Ex-6. According to them, the workmen Shri Mangesh Janardhan Bhande and Shri Jagannath Vishwanath Adangale were the fixed term workmen of the first party management. According to them, after completion of two year period of service, first party company in mass terminated the services of fixed term workmen under the guise of retrenchment. The said action of termination is totally illegal, improper and unjustified. They have started recruiting their sons and relatives on fixed term contract basis. Recruitment on fixed term contract basis is not shown in the certified standing orders. First party has not given notice of change.

3. It is a long practice followed by first party company to engage workmen on temporary basis for a period of 90 days giving one day's break in their service and again they were recruited. In the past such workmen were made permanent as per the seniority and when vacancy arose in permanent post. Instead of following the said procedure, the first party company without following proper procedure introduced fixed term contract workmen which is illegal, improper and totally unjustified. The above two workers were terminated when they demanded benefits of permanent worker. The union also wrote letters dt. 2-7-2007 and 16-8-2007 and also approached ALCC requesting him to take up the dispute for conciliation. As the conciliation failed, the ALC sent the matter to the Secretary, Government of India, Ministry of Labour Employment, New Delhi. They forwarded the reference to this Tribunal. The union therefore, prays that the first party be directed to reinstate both the workers with full back wages. Their termination be declared illegal, null and void and also prays for direction to pay full back wages and consequential benefits to all the fixed term workmen along with their forthwith reinstatement.

4. The first party company resisted the statement of claim vide its written statement at Ex-7. According to them,

the reference is misconceived and not tenable. The persons in the reference were recruited for fixed term employment and their services automatically came to an end by efflux of time, therefore, squarely covered by Section 2 (oo) (bb) of the Industrial Disputes Act. They further contended that looking into the nature of work, the company has to resort to recruitment of persons on contract basis for fixed term employment. Above mentioned 200 persons were recruited on fixed contractual agreement with confirmation to Government of India with rules and regulation regarding recruitment. The two workmen under reference were recruited for fixed term employment for a specific project for a specific work. The appointment was not against permanent post but on contract only for the specific period. Therefore, after expiry of period, their services were terminated automatically. They cannot claim permanency or reinstatement. They have denied all the allegations in respect of the recruitment and contended that the workmen are not entitled for reinstatement. They are also not entitled for the back wages as has been prayed for. Therefore, they pray that the claim be dismissed with cost.

5. In the light of rival pleadings, my learned predecessor has framed issues at Ex-9. I record my findings thereon for the reasons to follow:

Issues	Findings
(i) Does first party prove that since second party was appointed for particular time, he cannot seek any relief?	Yes
(ii) Is action of first party just and proper?	Yes
(iii) Is second party entitled for reinstatement with relief as sought?	No
(iv) What order?	Dismissed

REASONS

Issues nos. 1 to 3

6. In the case at hand, after framing the issues, the matter was kept for document and list of witnesses. The second party union neither filed their documents nor has given the list of witnesses, on the other hand it remained absent continuously throughout for number of dates, therefore the first party was allowed to file its affidavit. Accordingly witness Ashok Kini has filed his affidavit at Ex-11. He stated in his affidavit that both the workers as well as other workers were appointed on contract basis for a specific period and after expiry of the period their services were automatically terminated. According to him, the nature of work of the dockyard is such that they can appoint labourer on fixed term contract basis. These averments in the affidavit of witness of first party company are not challenged by cross examining him as second party Union and their representative were constantly absent. On the other hand the defence and claim put forth in the written statement is well supported and proved by the

affidavit of MW-I (Ex-11). In the circumstances I hold that the first party has proved that the workers were appointed for a particular time therefore they cannot seek any relief. Accordingly I decide this issue no. 1 in the affirmative. In the light of the averments in the affidavit Ex. 11 and as there is no evidence in support of allegations of second party, I hold that the action of first party is just and proper. Accordingly I decide the issue no 2 also in the affirmative.

7. In the light of this discussion, I come to the conclusion that the second party workers are not entitled for reinstatement and benefits of permanency as has been claimed. Accordingly I decide this issue no. 3 in the negative. Thus I proceed to pass the following order:

ORDER

The reference stands dismissed.

Date: 11-1-2011

K. B. KATAKE, Presiding Officer

नई दिल्ली, 7 मार्च, 2011

का.आ. 909.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय रिजर्व बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, दिल्ली के पंचाट (संदर्भ संख्या 39/2010) को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-3-2011 को प्राप्त हुआ था।

[सं. एल-12011/20/2010-आई आर(बी-1)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 7th March, 2011

S.O. 909.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 39/2010) of the Central Government Industrial Tribunal-cum-Labour Court-I, Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Reserve Bank of India and their workman, received by the Central Government on 7-3-2011.

[No. L-12011/20/2010-IR (B-I)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE DR. R.K.YADAV, PRESIDING OFFICER,
CENTRAL GOVT. INDUSTRIAL TRIBUNAL NO. 1,
KARKARDOOMA COURTS COMPLEX DELHI

I.D. No. 39/2010

The Chief Secretary,
Reserve Bank D Class Employees Union,
C/o Reserve Bank of India,
Sansad Marg,
New Delhi -110001.

... Workman

Versus

The Assistant General Manager,
Reserve Bank of India,
Department of Administration & Personnel,
6, Sansad Marg,
New Delhi -110001.

... Management

AWARD

An ex-serviceman applied for a post of Darban with Reserve Bank of India (hereinafter referred to as the bank) at its Bhopal office on 16-4-98. He was selected and appointed to that post. He joined his services as Darban on 12-5-99. On 12th of October, 2000 he was promoted to the post of Security Guard. Vide an application dated 17-7-2004 , which was followed by reminders dated 11-2-2005 and 13-6-2005 ,he requested for his compassionate transfer to New Delhi office of the bank. His request of transfer was considered and letter dated 9-9-2005 was written, detailing therein that his transfer would be made on the post of Darban on permanent basis, may be posted to any department of the bank and on transfer his salary would be fixed in the manner as if he was appointed in the bank as Darban and drawing salary in the same cadre without any promotion. He accepted terms and conditions, referred above, vide his letter dated 19th of September, 2005. On acceptance of terms and conditions he was transferred as Darban to New Delhi office of the bank.

2. On his transfer to New Delhi office, he reported for duty on 3rd of October, 2005. Vide order dated 6th of October, 2005 , he was placed below the junior most temporary Darban in New Delhi office of the bank. Vide order dated 22-2-2006 his salary was re-fixed. He made representation for protection of his salary drawn by him as Security Guard, vide application dated 20-3-2006. His request was not acceded to and vide letter dated 26-5-2006 he was, accordingly, advised by the bank. He approached Reserve Bank "D" Class Employees Union (hereinafter referred to as the Union), which Union made representation to the bank vide its letter dated 28-5-2007. The bank, made facts clear before the Union, vide its communication dated 23-7-2007. Another representation was made by the Union on 10th of June, 2008, which representation was replied by the bank vide its letter dated 29-10-2008. The Union raised the dispute before the Conciliation Officer. Since the bank insisted on its stand, conciliation proceedings failed. The Conciliation Officer submitted its failure report to the appropriate Government under sub section (4) of section 12 of the Industrial Disputes Act, 1947 (in short the Act). On consideration of the failure report, the appropriate Government referred the dispute to this Tribunal for adjudication under clause (d) of sub section (1) of Section 10 of the Act, vide order No.I.-12011/20/2010-IR(BI)New Delhi dated 12-8-2010, with following terms:

"Whether the action of the management of Reserve Bank of India in changing the designation and

reducing the wages of the workman Shri Rajbir Singh-Darban on his request for transfer from Bhopal to New Delhi Office of Reserve Bank of India, is legal and justified? If not, what relief the workman is entitled to?"

3. Claim statement was filed by the Union pleading therein that Rajbir Singh was initially appointed by the bank as Darban at its Bhopal office on 12-5-99. He was promoted to the post of Security Guard on 12-10-2000. He was forced by family circumstances to make a request for his transfer from Bhopal office to New Delhi office of the bank. He came to know that there was a vacancy of Security Guard at New Delhi office. The bank agreed for his transfer in terms of authority vested in it under the Reserve Bank of India Staff Regulations, 1948 (hereinafter referred to as the Regulations). However, the bank settled terms and conditions of his transfer, which were violative of the Regulations. Since he was facing hardships, hence forced to sign on dotted lines. By way of transfer, he was demoted, reduced in pay and earned increments were withdrawn from him. His seniority was also changed. Such punishments were awarded to him without alleging any misconduct. His service conditions were changed without consulting the Union and following recourse available in Section 9-A of the Act. Regulations were moulded by the bank in violation of the provisions of the Act, which resulted in exploitation of Shri Rajbir Singh. The bank being a State within the meaning of Article 12 of the Constitution, cannot act in any arbitrary manner. Action of the bank is unjust. Various representations made by the Union were declined. A claim has been made that demotion of Rajbir Singh from the post of Security Guard may be held to be violative of the provisions of the Regulations and bank may be directed to restore his pay to the scale in which he was drawing before his transfer to New Delhi office, besides restoration of his seniority as on the date of confirmation to the post of Security Guard.

4. The bank demurred the claim pleading that generally employees of workman category are not transferred from one Centre to another, since they are appointed on non transferable jobs. However, a settlement was arrived at between the bank and All India Reserve Bank Workers Federation (hereinafter referred to as the Federation) and in terms of clause 3(2) of the said settlement, the bank, at its discretion, may identify number of employees, category and designation-wise, to be redeployed/transferred from one department to another department/sections at the same centre or on voluntary basis to other centre to meet its requirements arising on account of change in work, work process and to meet needs of handling new items of work, operational efficiency, productivity and customer service. Voluntary transfers are considered by the bank on merits from case to case basis. The bank pleads that the Regulations are non statutory in nature and can be amended by the Governor in exercise of

his executive powers. In the settlement referred above, no provisions were made for voluntary transfers, which situations are dealt with in accordance with the administrative directions issued.

5. Recruitment of Rajbir Singh as Darban at Bhopal office of the bank is not a matter of dispute. It is also not beyond doubt that he joined as Darban on 12-5-99 and was promoted to the post of Security Guard on 12-10-2000. Application dated 12-7-2004 and reminders, dated 11-2-2005 and 13-6-2005, made by Shri Rajbir Singh for his transfer to New Delhi office of the bank on compassionate grounds, are also not disputed. The bank projects that his case was considered and terms and conditions of transfer were offered vide letter dated 9-9-2005 detailing therein that his transfer would be made on the post of Darban on permanent basis, he would be posted to any department and on transfer his salary would be fixed in such a way as if he has been appointed as Darban and drawing salary in the same cadre without promotion. He was to be placed below the junior most temporary Darban posted in New Delhi office of the bank. He accepted terms and conditions, vide his letter dated 19-2-2005. Bank pleads that he was relieved from Bhopal office on 1-10-2005 and joined Delhi office on 3-10-2005. On 6-10-2005 an order placing him below the junior most temporary Darban at New Delhi office was issued. His pay was refixed on 22-2-2006, against which he made a representation for protection of his pay on 20-3-2006. His request of protection of his pay was declined, vide communication dated 26-5-2006. Representations made by the Union were considered and replied suitably, pleads the bank.

6. The bank claims that transfer of Rajbir Singh on the post of Darban does not amount to award of penalty to him. It has been asserted that an employee, who commits breach of Regulations, or displays negligence in efficiency, indolence or does anything detrimental to the interest of the bank or in conflict with instructions issued by the bank or anything detrimental to its interest or commits breach of indiscipline, is liable to be dealt with and punished under the Regulations. No such misconduct was committed by Rajbir Singh, hence there was no case of award of punishment to him. It has been projected that assertions of Rajbir Singh that he was demoted, his pay was reduced and earned increments were taken away, are unfounded. His claim that he was forced to sign on dotted lines uncalled for. He accepted terms and conditions of his transfer voluntarily and in pursuance of those terms and conditions he was transferred to the post of Darban, in his base cadre. Claim put forward by the Union has no substance, hence it may be rejected.

7. Rajbir Singh has examined himself and Shri Gurcharan Singh, the Chief Secretary of the Union, in support of the claim. Shri Hari Shankar Verma, A.G.M. entered the witness box on behalf of the bank. No other witness was examined by either of the parties.

8. Arguments were heard at the bar. Shri Harish Sharma, authorised representative, raised submissions on behalf of the claimant Union. Shri R. Mehndiratta, assisted by Ms. Kumkum Bargurjar , authorised representatives advanced arguments on behalf of the bank. Written arguments were also filed by the parties. I have given my careful considerations to the arguments advanced at the bar and cautiously perused the record. My findings on issues involved in the controversy are as follows:

9. When facts unfolded by Shri Rajbir Singh, Gurcharan Singh and Hari Sharma are appreciated, it came to light that on certain circumstances there is an agreement between the parties. Admitted facts, as emerged out of events unfolded by the witnesses, are that on 16-4-98 claimant applied for a post of Darban at its Bhopal Office, copy of which application is Ex.MW1/1. He indicated in that application that he passed Army First Class Certificate of Education, which is equivalent to Matriculation, copy of which certificate is Ex.MW1/2. Certificate EX.MW1/3 has also been proved, on the strength of which it has been certified that the claimant is educationally qualified for reserved vacancies in group "C" and "D" where prescribed minimum qualification is matriculation. He was recruited in the bank and joined his services as Darban at Bhopal office on 12-5-99. He was promoted to the post of Security Guard w.e.f. 12-10-2000, in pursuance of settlement dated 12-10-2000 entered into between the bank and the Federation, copy of which settlement is Ex.MW1/11. He was confirmed to the post of Security Guard w.e.f. 1-11-2001 vide order dated 2-5-2003, copy of which order is Ex-WW1/1. On 17th of July, 2004, he made a request to the bank for his transfer to New Delhi office, to enable him to look after his ailing father, who was residing near Delhi as well as to meet social obligations. His application was followed by reminders dated 11-2-2005 and 13-6-2005. The bank considered his request for transfer and offered certain terms and conditions, contained in letter dated 9-9-2005, copy of which is Ex-WW1/8. It was made clear to the claimant that he will be transferred as Darban on permanent basis and on his transfer his salary would be fixed in such a way as if he was appointed in the bank as Darban and drawing salary in the same cadre without any promotion. The claimant accepted terms and conditions contained in letter Ex-WW1/8, vide his communication dated 14-9-2005, copy of which is Ex.WW1/M1. He made a request to the bank for getting himself relieved from his duties on 1-10-05 to enable him to join his duties at Delhi Office on 3-10-2005. Transfer order dated 19-9-2005 was issued, relieving the claimant from Bhopal Office on 1-10-2005 with a direction to report to the Regional Director of the bank at New Delhi after availing minimum journey time, copy of which order is Ex.MW1/6. He joined his duties at Delhi office on 3-10-2005.

10. On 6-10-2005 an office order was issued, whereby the claimant was posted as Darban w.e.f. 3-10-2005 in

Protocol and Security Cell, New Delhi, copy of which order is Ex-MW 1/12. On 22-2-2006 his pay was re-fixed in the pay scale of Darban, in terms of office order dated 6-10-05, copy of which order is Ex. MW 1/13. He made a number of representations directly as well as through the Union requesting for his pay protection. His request as well as representation made by the Union were rejected. It led the Union to raise an industrial dispute, which was referred for adjudication, as detailed above.

11. As unfolded by Shri Hari Sharma guidelines are issued by the bank, in respect of request transfer of its employees, copy of which guidelines is Ex.MW 1/4. Shri Mehndiratta argued that no settlement was arrived at between the bank and the Federation in respect of request transfer of group "D" employees from one office of the bank to another office, since such employees are recruited to non transferable jobs. However, he concedes that a settlement was arrived at between the Federation and the bank, on the strength of which the bank may, at its discretion, identify number of employees, category and designation-wise, to be re-deployed /transferred from one department to another section at the same centre or on voluntary basis to other centre to meet its requirements, arising on account of changes in work and work process and to meet needs of handling new items of work, operational efficiency, productivity, and customer services. Therefore, out of facts presented by Shri Mehndiratta , it is evident that settlement was entered into between the Federation and the bank, on the strength of which settlement a discretion was given to the bank to redeploy/transfer its employees from one department to another at the same centre or on voluntary basis to the other Centres.

12. Word "voluntary" would denote that a person does an act of his own volition and knows nature of his act and does not act in performance of a legal duty, nor due to coercion or fraud or misrepresentation or mistake. The word in its primary sense means "from one's own freewill or without compulsion", in its secondary sense it implies "without any legal obligation" or "not prompted by fear or inducements", depending upon the context in which it is used. It may mean "without compulsion" and would imply that the person doing an act has the power to refuse it. Word "voluntary" is constantly used in two different senses, as antithesis of something done under compulsion, but it would also be used commonly among lawyers—not uncommonly among other people as denoting the obtaining or giving of something without anything being obtained in return. Considering the meaning of word "voluntary", as used in the settlement, referred above, it emerges that the bank can redeploy/transfer its employees from one Centre to another if an employee volunteers himself for such redeployment/transfer. Though redeployment/transfer on voluntary basis as provided in the settlement may have different concepts in view, yet an employee has to volunteer for such redeployment/transfer from one Centre to another.

Such act of substitution, if any, is to be done by the bank or on free will of the employee.

13. As detailed in the guidelines issued by the bank, grade "C" and "D" employees are to be transferred on Ex. MW 1/4, Subject to certain conditions, such as a number of employees to be transferred from one Centre to another. At this stage, there are three circumstances, (1) voluntary grounds, (2) compassionate grounds, and (3) medical grounds. As per the policy unfolds that such a transfer is to be effected with complete freedom and without any opposition against an available vacant post, without any extra expenditure, etc. The transfers on compassionate ground, have been divided into three main categories, described as under:

1. Request based on the ground of spouse's transfer
2. Request for transfer based on the employee's own ill health and
3. Request based on the ground of domestic hardship.

14. As detailed in the policy, requests based on domestic grounds are not encouraged, if the request is of genuine and pressing hardships. Vinogradov against reserved vacancies of Service men, handicapped and ex-servicemen are excluded in this category, whose request for transfer on domestic grounds are to be considered. Policy provides that if an employee, other than ex-serviceman, who has at least two years service and earned satisfactory record, reports and leave records may be considered sympathetically. As regards ex-servicemen, it is stated that during their tenure in Armed Forces they belong to non officer category. They are rotated from family centres to non family centres. Even at family centres the quarter facility is meager. Thus during their military days they mostly stay away from their families. Bearing in mind the hardships suffered by them during military days, the policy speaks of giving some weightage to their cases. It was decided that requests of such employees, with at least five years service in the bank and with satisfactory leave and performance records may be considered sympathetically, subject to administrative constraints.

15. Factual matrix of the controversy highlights that the claimant is an ex-serviceman, who joined his post of the bank as a Darban. He put in more than 20 years of service and his service as well as leave records were found to be satisfactory. He made a request for transfer on compassionate grounds, since he was facing severe hardships. His father, more than 80 years old, was residing near Delhi and not keeping good health. The claimant

and so claim, more than and incur expenses on journey and seek for transfer on compassionate ground, which was unmet by the bank. Finding substance in his request, the bank did it so grant it under terms and conditions as detailed below:

"The right to be transferred as Darban on permanent basis and may be posted to any department of the bank."

"In accordance of his salary was to be fixed in part, if any, he will be appointed to the bank as Darban, the "junior most" in the same cadre category of employees."

"The said Darban category posted in Darbar Hall, New Delhi."

"It will be as per placed below the junior most ex-servicemen posted in New Delhi Office of the bank."

"Subject to his approval of his journey from Bhopal to New Delhi."

"For the purpose of allotment of residential accommodation his service at New Delhi Office will not be counted. He was not to avail any conveyance, but eligible for minimum journey time."

"In future his application for transfer to any other place will not be considered, nor the bank will consider his request for amendment of the present conditions."

As is claimed by the bank, policy Ex.MW1/4 was issued in the form of administrative instructions, which is a clear cut powers enacted by sub-section (2) of section 58 of the Indian Bank of India Act, 1934 (in short the Bank Act). Shri Mehdiratta argued that the Regulations were not framed by the bank while exercising power under sub-section (2) of section 58 of the Bank Act. He agitates that the Regulations are non-statutory and can be modified/ altered by the bank by issuance of administrative instructions. Contra to it Shri Sharma agitates that by issuance of administrative instructions the bank cannot alter the provisions contained in the Regulations. Whether Regulations are statutory? Such a preposition arose before the Apex Court in V.L. Khanzode [1982 S.C.R. (3) 411], wherein it was ruled that the Regulations were not framed by the bank under sub-section (1) of section 58 of the Bank Act. Hence these are non-statutory in character. The Court went on to conclude that the bank has power to issue non-statutory instructions or circulars regulating conduct of service of its staff in exercise of powers conferred by sub-section (2) of section 7 of the Bank Act. It was announced therein that the bank was competent to frame non-statutory Regulations by issuance of administrative instructions. No lack of statutory power was found to be generated in that process. Thus the law laid by the Apex

Court makes it clear that the bank has power to issue circulars. Claim made by Shri Mehdiratta that policy Ex MW1/4 was formed by the bank under sub-section (2) of section 7 of the Bank Act is found to be based on proposition of law laid by the Apex Court in above precedents.

2. Now it could be taken into account as to whether policy Ex MW1/4 violates right of equality guaranteed to the citizens by the Constitution. To answer in negative to it, the Tribunal has to take into account administrative settlement, Constitution and the law which is Ex MW1/11. As per this settlement, Darbans recruited from ex-serviceman category, were to be placed in Group II scale as Security Guards, on the date of the trial, and in sake of convenience relevant provisions of the said settlement are extracted thus:

"There existing Darbans who are recruited from date ex-servicemen category will be placed in the Group II scale of the Security Guards, as from the date of this settlement, if they are not already promoted as Security Guards. They will continue to perform the same duties as Darbans until such time they are absorbed on regular basis as Security Guards."

3. Settlement Ex MW1/11 makes it clear that all existing Darbans, recruited from ex-serviceman category, were to be placed in Group II scale as Security Guards, from the date of the said settlement, if they are not already promoted as Security Guard. Thus it is evident that on 12th Oct 2000 all Darbans, recruited from ex-servicemen category, were placed in group II scale as Security Guards, no matter where they were recruited and posted. They were to perform duties of Darban until absorbed on regular basis as Security Guard. Thus it is evident that by putting its hand to the settlement Ex. MW1/11, the bank put itself under an obligation to place all Darbans, recruited from ex-servicemen category, in Group II scale as Security Guard. It is to be assumed that this settlement was followed by the bank in its letter and spilt. Therefore, all Darbans, recruited from ex-servicemen category were placed in Group II scale as Security Guards w.e.f. 12th of October, 2000, no matter they were posted at Bhopal Office or any other office of the bank.

4. When claimant was transferred on compassionate grounds to New Delhi Office of the bank, can it be said that his status as Darban, recruited from ex-servicemen category, stood changed. Answer lies in negative. Whether it is available to the bank to contend that by acceptance of terms and conditions contained in Ex. WW1/8, the claimant could put an end to operation of the said settlement? The said settlement was arrived at between the parties otherwise than in the course of conciliation proceedings and shall be binding for such period as is agreed upon by the parties and if no such period is agreed upon for a period of six months from the day on which the memorandum of

settlement is signed by the parties and shall continue to be binding, after the expiry of the period aforesaid until the expiry of two months from the date on which a notice in writing of an intention to terminate the settlement is given by one of the parties to the other party to the settlement, enacts sub-section (2) of Section 19 of the Act. A settlement arrived at in the course of conciliation proceedings with a recognized majority union will be binding on all workmen of the establishment and even to those who belong to the minority union which had objected to the same. The object obviously is to be upheld the sanctity of settlement reached with the active assistance of the Conciliation Officer and to discourage an individual employee or a minority union from scuttling the settlement. A settlement reached with the help of Conciliation Officer has an underlying assumption that it must be fair and reasonable and can, therefore, safely be made binding not only of the workmen belonging to the union signing the settlement but also on others. Law to this effect was laid by the Apex court in Barauni Refineries Pragatisheel Shramik Parishad [1991 (I) L.L.J. 46].

20. A settlement shall be binding upon the parties for such period as is agreed upon or for a period of six months from the day on which the memorandum of settlement is signed by the parties and shall continue to be binding on the parties after expiry of the period referred above, until expiry of two months from the date on which a notice in writing of an intention to terminate the settlement is given by one of the parties to the other party to the settlement, as detailed above. Thus there are three stages with different legal effects on the life of a settlement. There is a specific period contractually or statutorily fixed as the period of operation. After expiry of statutorily fixed period, settlement does not cease to be effective. But it continues to be binding on parties until notice has been given by one of the parties of its intention to terminate it and two months have not elapsed from the date of such notice. This is the second stage. The last stage is arrived at when period of notice, under sub-section (2) of Section 19 of the Act, expires. After this the settlement ceases to be binding under the Act. However, termination of the settlement will not have effect of extinguishing the rights following therefrom.

21. It is not the case of the bank that a notice was served on the Federation to terminate the settlement referred above. Therefore, the settlement Ex.MW1/11 was in operation on the date when the claimant accepted terms and conditions contained in Ex.WW1/8. When he was transferred to New Delhi office, the said settlement was very much in operation. Durbans, who were appointed from ex-servicemen category, were getting their salaries in grade II applicable to Security Guards. The claimant was also recruited as Durbans from ex-servicemen category. On his transfer to New Delhi office, his status as Darban, recruited from ex-servicemen category, was not at all

changed. In such a situation he was placed in the same category in which Darban, recruited from ex-servicemen category were placed.

22. Equality before law and equal protection of laws are fundamental rights of every person, ordains Article 14 of the Constitution. The guiding principles laid in Article 14 are that persons, who are similarly situated, should be treated alike both in privileges conferred and disabilities imposed, which means that amongst equals the law should be equal and should be equally administered and that law should be treated alike. Article 16 of the Constitution guarantees equality of opportunities for all citizens in matters relating to employment or appointment to any office under the State. What is guaranteed is the equality of opportunity. Like all other employers, Government is also entitled to pick and choose from amongst a large number of candidates offering themselves for employment. But the selection process must not be arbitrary. The guarantee given by clause (a) of Article 16 of the Constitution will cover (a) initial appointments (b) promotions (c) terminations of employment, (d) and matters relating to salary, periodical increments, leaves, gratuity, pension, age and superannuation etc. Matters relating to employment or appointments include all matters in relation to employment both prior and subsequent to the employment which are incidental to the employment and form part of the terms and conditions of such employment.

23. Fundamental rights guaranteed by Article 14 forbids class legislation, but does not forbid classification or differentiation which rests upon reasonable ground of discretion. Classification is the recognition of the relations, and in making it the Government must be allowed a wide latitude of discretion and judgment. In a way, the consequences of such classification would undoubtedly be to differentiate persons belonging to that class from others. The classification must be founded on an intelligible differentia which distinguishes persons or things that are grouped together from others left out of the group and the differentia must have a rational relation to the object sought to be achieved. Classification may be made according to the nature of persons, nature of business, and may be based with reference to time.

24. Concept of equality guaranteed by Article 14 of the constitution is something more than formal equality and enables the under privileged groups to have a fair share by having more than equal chance and enables the state to give favoured treatment to those groups by achieving real equality with reference to social needs. 'Protection discrimination' enabled the state to adopt new strategy to bring under privileged at par with the rest of the society, by providing all possible opportunities and incentives to them. Therefore a class may be allowed to have preferential treatment in the matter relating to employment or appointment. This cannot be rule of equality between members of separate

and independent group of persons. Persons can be classified in different groups, based on in terms of nature of persons, nature of business and with reference to time.

25. Whether it is available to the bank to contend that on his compassionate transfer to New Delhi office, the claimant stood transferred to a different category than the Darbans recruited from ex-servicemen category. Admittedly claimant was recruited at Bhopal office of the bank and transferred to New Delhi office on compassionate grounds. But settlement Ex. MW1/11 does not make any difference in a Darban recruited from ex-servicemen category and working at the place of his initial recruitment than one who is transferred to another office on compassionate ground. Consequently, it is emerging over the record that on his transfer to New Delhi office on compassionate grounds, the claimant had not acquired a different status than a Darban recruited from ex-servicemen category. In respect of applicability of settlement Ex. MW1/11 it is crystal clear that the claimant is placed in the same bracket in which Darbans recruited from ex-servicemen category are placed. By treating him in a different category, the bank had denied fundamental rights of equality, available to the claimant. Therefore, the action of the bank cannot be held to be legal and justified on that proposition.

26. There is other facet of the coin. As detailed above, the bank claims that the guidelines contained in Ex. MW1/4 have been issued by the bank under its powers contained in sub-section (2) of Section 7 of the Bank Act. Admittedly guidelines so issued are administrative in nature. Guidelines contained in Ex. MW1/4 ordains that an employee shall be transferred to another office in his base cadre, irrespective of the fact that he has been promoted to a higher pedestal. Thus it is evident that policy puts a constraint on an employee, in respect of his livelihood. In Olga Tellis (AIR 1986 SC 180) the Apex Court ruled that the word "life" in Article 21 includes the right to "livelihood" also. The Court ruled as follows :

"It does not mean merely that life cannot be extinguished or taken away as, for example, by the imposition and execution of death sentences, except according to procedure established by law, that is but one aspect of the right to life. An equally important facet of that right is the right to livelihood because no person can live without the means of livelihood. If the right to livelihood is not treated as a part of the constitutional right to life, the easiest way of depriving a person of his right to life would be to deprive him of his means of livelihood. In view of the fact that Article 39(a) and 41 require the State to secure to the citizen an adequate means of livelihood and the right to work, it would be sheer pendency to exclude the

right to livelihood from the content of the right to life."

27. But in Sodan Singh (AIR 1989 SC 1988) Supreme Court has held that right to carry on any trade or business is not included in the concept of life and personal liberty. The Court distinguished the ruling in Olga Tellis case and held that it was not applicable to that case. A landmark judgement in Delhi Development Horticulture Employees Union (AIR 1992 SC 789) lays down that daily wages workmen employed under the Jawaharlal Rozgar Yojna has no right of automatic regularization even though they have put in work for 240 or more days. In a significant judgement in D.K. Yadav (1993(3) SCC 258), the Apex Court has held the right to life, as enshrined under Article 21, includes the right to livelihood and therefore termination of service of a worker without giving him reasonable opportunity of hearing is unjust, arbitrary and illegal. The procedure prescribed for depriving a person of livelihood must meet the challenge of Article 14 and so it must be right, just and fair and not arbitrary, fanciful or oppressive. In short, it must be in conformity of the rules of natural justice. Article 21 clubs life with liberty, dignity of person with means of livelihood without which the glorious content of dignity of person would be reduced to animal existence.

28. The Apex Court in A.K. Gopalan (AIR 1950 S.C. 27) put a narrow construction and ruled that reasonableness of law depriving personal liberty cannot be tested on the touch stone of Article 19. According to view expressed in the said precedent, if the statute enacted is valid within the ambit of Articles 21 and 22, the courts would be powerless to question propriety of the legislation on the count that it seeks to "unduly" restrict personal liberty. But in R.C. Kooper (AIR 1970 S.C. 564) the Apex Court considered co-relation of Article 19(1)(f) to Article 31(2) and held that one thread runs through the fundamental rights as they seek to protect the right of an individual or group of the individual against infringement of those rights within the specific limits. Wavelength set for comprehending scope and ambit of fundamental rights was given its zenith in Maneka Gandhi (AIR 1978 S.C. 597), wherein it was ruled that "personal liberty" in Article 21 "is of widest amplitude and it covers variety of rights which go to constitute personal liberty of a man and some of them have been raised to the status of distinct fundamental rights and given additional protection under Article 19." The court laid down that Article 21 is controlled by Article 19 and does not exclude Article 19 even if there is a law prescribing a procedure for depriving a person of his personal liberty and there is, consequently no infringement of the fundamental rights, conferred by Article 21, such law in so far as it abridges or takes away any fundamental right under Article 19 would have to meet the challenge of that Article. Any law prescribing

the procedure for deprivation of personal liberty must answer the test of reasonableness in order to be in conformity with Article 14. It must be "right and just and fair" and not arbitrary, fanciful or oppressive. Otherwise, it would be no procedure at all and the requirement of Article 21 would not be satisfied. Thus process of development of law tells that substantive fairness was brought into concept of personal liberty in R.C. Cooper case while procedural fairness has stepped into Manzoor Gandhi case, which became spring board for a refined application of Article 21. One can say that Article 21 has now become the soul of the Constitution.

29. Thus Article 21 requires the following conditions to be fulfilled before a person is deprived of his life or liberty :

- (1) There must be a valid law.
- (2) The law must provide a procedure.
- (3) The procedure must be just, fair and reasonable.
- (4) The law must satisfy the requirement of Articles 14 and 19, that is, it must be reasonable.

30. At the cost of repetition it is said that the guidelines/policy impinge upon right to livelihood of the claimant. Right to livelihood is a fundamental right, as laid by the Apex Court in the precedents referred above. The bank is an instrumentality of the State, within the meaning of Article 12 of the Constitution. Question for consideration comes as to whether policy Ex. MWI/a answers standards of substantive and procedural fairness, as laid in the precedents referred above. Before embarking upon the above proposition, the Tribunal cannot be oblivious of the issue as to whether act of issuance of the policy is a quasi-judicial or administrative function. Whenever any body of persons having legal authority to determine questions affecting rights of subjects, and having duty to act judiciously act in excess of their legal authority they are subject to controlling jurisdiction of the courts. Distinction between quasi-judicial and administrative functions was considered by the Apex Court for the first time in Khushal Das (AIR 1959 S.C. 222) wherein it was ruled that whenever there is determination of the fact which affects right of the parties, the decision cannot be termed as quasi-judicial in all circumstances. The court held that because an executive authority has to determine certain objective facts as a preliminary step to the discharge of an executive function, it does not follow that it must determine those facts judiciously. In such cases the determination of an objective fact on exercise of the power based thereon are alike matters of an administrative character. It was further observed that when the law under which the authorities make a decision itself requires a judicial approach the decision will be quasi-judicial. In Shankar Lal (AIR 1965 S.C. 507) the

Apex Court again held that if a power to dispose of by auction is to be exercised in accordance with a judicial function, if the relevant law does not apply would be contrary to Article 14, as the discretion as to the disposal of property is a substantive administrative function, and when there is a dispute between the claimant and the decision maker, of course, a court can, though there is no dispute between them, do so, as it does not mean that the exercise of a power confirming sale of outfit, a disposal by auction was to be judicial function. In AIR 1970 S.C. 1023, it was held that the board was allowed to take administrative action contrary to the principles of Article 14, as it was ruled as under:

31. The banking law, which vests executive power and quasi-judicial power in the banks, is being gradually converted into a quasi-judicial power. This administrative power, which is a quasi-judicial power once the claim of the claimant is referred, the parties or persons affected by the law, the framework, the law, the controlling body, the consequences resulting from the determination of the law, and the manner in which any power is to be exercised. That is, in Consideration of the power over the enjoyment of socio-economic rights of the State under our Constitution, the power is controlled by the rule of law. In a welfare state, it is inevitable that the jurisdiction of the executive bodies is increasing at a rapid rate. The validity of law would lose its viability if the instruments of the State are not charged with the duty of carrying out their functions in a fair and just manner. The capacity of acting judicially in essence is nothing but the duty to act justly and fairly and not necessarily otherwise. The procedures which are considered necessary for exercise of a judicial power are judicial, to facilitate if not ensure a just and fair decision. In years the control of quasi-judicial power is undergoing a radical change. When we say that an administrative power must be a judicial power, it is considered as a quasi-judicial power.

32. "It is very remarkable observation of the courts that unless the authority to determine a fact is given by the law unless which is authorized by law, there was no room for the application of natural justice. The validity of the law may be questioned. If the purpose of the rules of marriage is to prevent mismarriage of jinnee one has to see those rules should be made susceptible of administrative enquiries. Often times it is not easy to draw the line which demarcates administrative enquiry from judicial enquiry. Enquiries which were considered legitimate

at one time are now being considered as quasi-judicial in character. Arriving at a just decision is the aim of both quasi-judicial enquiries as well as administrative enquiries. An unjust decision in an administrative enquiry may have more far reaching effect than a decision in a quasi-judicial enquiry.....”

33. Even when an administrative body is given power to decide something in its discretion the courts would assess it on standards of fair procedure. If the principles of natural justice are not to be observed in deciding the rights of parties by administrative authorities then the administrative authority will be free to take arbitrary decision because there is much truth in the aphorism of Lord Atkin that “power tends to corrupt and absolute power corrupts absolutely. Natural justice is, therefore, the name given to certain rights which are considered necessary to proper exercise of power. Pendency of a lis in strict sense is not essential before a statutory function becomes quasi-judicial. When an administrative order takes away any right then principles of natural justice becomes applicable to it and their violation can be challenged in a court of law. This is not a case of enforcing administrative order but objecting to the violation of the principles of natural justice. If an administrative order confers a right which becomes part of service conditions than it will become enforceable. Principles of natural justice are applicable to deprivation of such rights.

34. As held above, settlement Ex. MW1/11 confers a right on all Darbans, recruited from ex-servicemen category, to be placed in Grade II applicable to Security Guards w.e.f. 12-10-2000. This right became enforceable under Section 18 of the Act. Its operation was in continuance, as per provisions of Section 19 of the Act. During continuance of operation of settlement Ex. MW1/11, the administrative instructions in the form of policy Ex. MW1/4 was brought in, which impinges upon the right of the claimant. While giving effect to that policy the bank was under an obligation to act judiciously.

35. Now it would be considered as to whether the policy answers standards of fairness, substantive and procedural. No procedure is there in the policy, under which right of the Durban, recruited from ex-serviceman category, can be taken away in the event of his transfer on compassionate grounds. Hence policy Ex. MW1/4 does not answer standards of fairness. The policy is in the form of an order or an administrative instructions, which can not take away right of livelihood of the claimant, without satisfying the standards of substantive as well as procedural fairness. None of these standards stood satisfied, when the bank opted to act upon the said policy. Consequently, the action of the bank cannot be upheld, being violative of the right to livelihood available to the claimant. Therefore, action of the bank is found to be unjust unfair and illegal on that count too.

36. In view of the reasons detailed above it is concluded that the bank had acted contrary to the settlement Ex. MW1/11 and in violation of fundamental rights of the claimant, when his pay was fixed in the scale of Darban vide order dated 22-2-2006. The bank was under an obligation to place him in Grade II applicable to Security Guards and to protect his pay. Therefore, action of the bank to that extent is set aside. The bank is commanded to place the claimant in Grade II applicable to the Security Guards, refix his pay and release his arrears accordingly. An award is passed in terms of the missives given hereinabove. It be sent to the appropriate Government for publication.

Dr. R. K. YADAV, Presiding Officer

Dated : 27-12-2010

नई दिल्ली, 8 मार्च, 2011

का.आ. 910.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स नेशनल फेरेट करियर एण्ड ट्रैन्स्पोर्ट मुम्बई के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, मुम्बई के पंचाट (संदर्भ संख्या 6/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-3-2011 को प्राप्त हुआ था।

[सं. एल-31011/9/2002-आई आर(एम)]

जोहन तोपनो, अवर सचिव

New Delhi, the 8th March, 2011

S.O. 910.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), (the 6/2003...) of the Central Government Industrial Tribunal/Labour Court-2, Mumbai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of National Freight Carriers and Transport Mumbai and their workman, which was received by the Central Government on 7-3-2011.

[No. L-31011/9/2002-IR(M)]

JOHAN TOPNO, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2 MUMBAI

PRESENT

K. B. KATAKE

Presiding Officer

REFERENCE NO. CGIT-2/6 OF 2003

Employers in Relation to the management of National Freight Carriers

The Director,
M/s. National Freight Carriers,
C/o. Orient House, 4th floor
Adi Marzban Path, Ballard Estate
Mumbai-400038

AND
THEIR WORKMEN

The President,
Transport & Dock Workers Union,
P. D'mello Bhawan,
Carnac Bunder,
Mumbai-400 038.

APPEARANCES:

FOR THE EMPLOYER: Mr. S. K. Walunj,
Representative.

FOR THE WORKMEN: No appearance.

Mumbai, dated the 7th December, 2010

AWARD

1. The Government of India, Ministry of Labour & Employment by its Order No.L-31011/9/2002-IR (M) dated 23-01-2003 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following industrial dispute to this Tribunal for adjudication :

"Whether the action of the management in relation to National Freight Carriers, Mumbai in retrenching the 162 workmen as per the list annexed in terms of their order dated 9-11-2001 is legal and justified? If not, to what relief the workmen entitled to?"

1. Mr. Ashok K. Sharma (Taken back as per High Court order on 15-3-2002.)
2. Mr. A.Y. Mukalingum
3. Mr. Dilip B. Walimbe
4. Mr. Jagdishchandra Sharma
5. Mr. Lanka Dellerao
6. Mr Padala C. Dillerao
7. Mr. Rambriksha Z. Pandit (Taken back as per High Court order on 15-3-2002.)
8. Mr. Sauleram R. Sarathi
9. Mr. Satyam Madhavan
10. Mr. Shashipal Sharma
11. Mr. Shahaji Ghadge (Taken back as per High Court order on 15-3-2002.)
12. Mr. Baban Dabade
13. Mr. Bapu Katkar (Taken back as per High Court order on 15-3-2002.)

14. Mr. Balu Katkar (Taken back as per High Court order on 15-3-2002.)
15. Mr. Chandrakant Chauhan
16. Mr. Dilip Borge (Taken back as per High Court order on 15-3-2002.)
17. Mr. Hardayal Choudhary (Taken back as per High Court order on 15-3-2002.)
18. Mr. Kundalik Katkar
19. Mr. Muktar Husain
20. Mr. Popat Dada Pawar
21. Mr. Tanaji Yamgar
22. Mr. Ramprasad Chouhan
23. Mr. Ram Vilas Pandit
24. Mr. Sayaji Thitme
25. Mr. Subash Sangolkar
26. Mr. Sachidananda Singh
27. Mr. Adik Ghadge
28. Mr. Bajrang Javir
29. Mr. Hariram Prasad
30. Mr. P. Tarkeshwarrao
31. Mr. Rajkumar Sarova
32. Mr. Ratanlal Sharma
33. Mr. Sanjaykumar Mishra
34. Mr. Satnam Singh
35. Mr. Shivaji Saste
36. Mr. Vijay Kumar Sharma
37. Mr. Sanchitkumar Chouhan
38. Mr. Sampat R. Jadhav
39. Mr. Bhikaji Ishwar Jadhav
40. Mr. Khasaba Sute
41. Mr. Pandurang K. Sargar
42. Mr. Ansiram Pokale
43. Mr. Babji Chikne
44. Mr. Lalji D. Yadav
45. Mr. Balu Thorat
46. Mr. Indrajit L. Singh
47. Mr. Kisan D. Jadhav (Taken back as per High Court order on 15-3-2002.)
48. Mr. Bharat S. More
49. Mr D.G. Wagh
50. Mr. Prem Singh G. Punia
51. Mr. Shahji Jagdale
52. Mr. Uttam V. Ghadge
53. Mr. Baba Nana Taware
54. Mr. Balu A. Kadam

55. Mr. Dyandeo G. Ughade
 56. Mr. Nankumar S. Katkar
 57. Mr. Arun C. More
 58. Mr. Arun V. Bansode
 59. Mr. Dada Barge
 60. Mr. Dattray D. Roman
 61. Mr. Hanumant V. Pawar
 62. Mr. Hariram M. Dande
 63. Mr. Jalinder Jadhav
 64. Mr. Kalapa L. Kurbet
 65. Mr. Krishna A. Gaikwad (Taken back as per High Court order on 15-3-2002.)
 66. Mr. Mahdeo Mahiwale
 67. Mr. Rajendra B. Salunke
 68. Mr. Rajesh R. Chouhan
 69. Mr. Rajgopal D. Sahani
 70. Mr. Ramsingh B. Patel
 71. Mr. Ratnakat B. Shinde
 72. Mr. Satish N. Pinjare
 73. Mr. Sharad S. Kadam
 74. Mr. Subash D. Bagal
 75. Mr. Vijay D. Lingade
 76. Mr. Vijay S. Kadam
 77. Mr. Vilas Pawar
 78. Mr. Vilas Katkar
 79. Mr. Balkrishna K. Kadam
 80. Mr. Bipinkumar Thakur
 81. Mr. C.B. Awate (Taken back as per High Court order on 15-3-2002.)
 82. Mr. Kuldeep M. Dhiman
 83. Mr. Mohan Sanghraj Raj (Taken back as per High Court order on 15-3-2002.)
 84. Mr. M.B. Gaikwad (Taken back as per High Court order on 15-3-2002.)
 85. Mr. Nan Balku Awate
 86. Mr. Ramsare B. Jaiswal
 87. Mr. Ravindra Wankhede
 88. Mr. Shivaji Gadge (Taken back as per High Court order on 15-3-2002.)
 89. Mr. Sunil Suryawanshi
 90. Mr. B.B. Diongre
 91. Mr. B.B. Shinde (Taken back as per High Court order on 15-3-2002.)
 92. Mr. Mahadeo Gahdge (Taken back as per High Court order on 15-3-2002.)
 93. Mr. R.M. Katkar (Taken back as per High Court order on 15-3-2002.)
 94. Mr. Pradeep K. Babar
 95. Mr. Shivaji Suryawanshi
 96. Mr. Vaman S. Karmare
 97. Mr. Babanrao Salunke
 98. Mr. Vilas R. Gawade
 99. Mr. Prakash P. Udhar
 100. Mr. Rajaram R. Narsale
 101. Mr. Ashok N. Zaware
 102. Mr. Dilip S. Khupte
 103. Mr. Vilas D. Gawade
 104. Mr. Bhausaheb B. Choudhari
 105. Mr. Baban K. Mangade
 106. Mr. Sambhaji V. Narsale
 107. Mr. Dyaneshwar B. Gawade
 108. Mr. Appa V. Kusekar
 109. Mr. Dugdu Pawar
 110. Mr. Sham A. Bhosle (Taken back as per High Court order on 15-3-2002.)
 111. Mr. Babulal M. Saket
 112. Mr. Ramesh V. Ahire
 113. Mr. Suhas Mane
 114. Mr. Anil R. Farande (Taken back as per High Court order on 15-3-2002.)
 115. Mr. Akram Khan
 116. Mr. Prakash Patankar
 117. Mr. Surendra Shukla
 118. Mr. Vithal Taware
 119. Mr. Sopan A. Suryawanshi
 120. Mr. Ankush D. Kare
 121. Mr. Balu Nivruti Dabade
 122. Mr. Arogya Das
 123. Mr. Sadashiv D. Kankatray
 124. Mr. Uttam Temkar
 125. Mr. Vikas Kadam
 126. Mr. Ananda Pradhan
 127. Mr. Suresh Ghutugade
 128. Mr. Sanjay Lawate
 129. Mr. Santosh Waikar
 130. Mr. Ashok Rajbhar
 131. Mr. Rambhor Chouhan
 132. Mr. Rakeshkumar Chouhan
 133. Mr. Rambriksha Yadav
 134. Mr. Arjun B. Singh
 135. Mr. Anna D. Thitme

136. Mr. Ramchandra Chouhan
 137. Mr. Arvind More
 138. Mr. Santosh Bibve
 139. Mr. Ramdas Kandalkar
 140. Mr. Karryappa N. Sargar
 141. Mr. Jaiprakash Singh
 142. Mr. Bhavan Singh
 143. Mr. Jaihind L Singh
 144. Mr. Rajesh Yadav
 145. Mr. Abdul Shaikh
 146. Mr. Hargovind Singh
 147. Mr. Parsuram Chouhan
 148. Mr. Nandkumar Shelke
 149. Mr. Ashok Pawar
 150. Mr. Ashok Mane (Taken back as per High Court order on 15-3-2002.)
 151. Mr. Balram Singh (Taken back as per High Court order on 15-3-2002.)
 152. Mr. Deepchand Rajbhar (Taken back as per High Court order on 15-3-2002.)
 153. Mr. Rohidas Randive (Taken back as per High Court order on 15-3-2002.)
 154. Mr. Babso Gaikwad
 155. Mr. Sohansingh Negi (Taken back as per High Court order on 15-3-2002.)
 156. Mr. Ronald Menezes
 157. Mr. Dinanath Chouhan (Taken back as per High Court order on 15-3-2002.)
 158. Mr. Paguram Chouhan (Taken back as per High Court order on 15-3-2002.)
 159. Mr. Om Prakash Singh
 160. Mr. Patan Chouhan (Taken back as per High Court order on 15-3-2002.)
 161. Mr. Ramdeen Chouhan
 162. Mr. Ramkewal Chouhan (Taken back as per High Court order on 15-3-2002.)
 163. Mr. Ramdeo Chouhan
 164. Mr. Ramkwal Shukla (Taken back as per High Court order on 15-3-2002.)
 165. Mr. Subahs Singh
 166. Mr. Birendra Singh
 167. Ramashankar Barai (Taken back as per High Court order on 15-3-2002.)
 168. Mr. Dashrath Thitme
 169. Mr. Chandrakant Khatke
 170. Mr. Dagdu Kadam
 171. Mr. Anthony D'Souza
 172. Mr. Feux Parriera
 173. Mr. Ashok Brahme
 174. Mr. Sahab Lal
 175. Mr. Devidas K. Bhosle
 176. Mr. Virendra Mourya
 177. Mr. Sudama B. Rai
 178. Mr. Deepak Peer
 179. Mr. Reginaldo Fernandes
 180. Mr. Arokia Agnel
 181. Mr. Cyril D'Souza
 182. Mr. Joseph Cardoza
 183. Mr. Sanjay B. Gangurde
 184. Mr. Randhir Singh
 185. Mr. Anil Jagdale
 186. Mr. Deepal Mohite
 187. Mr. Manish Sawant
 188. Mr. Vitthal Barge
 189. Mr. Dilip Jadhav
 190. Mr. Shantaram Pal
 191. Mr. Shahji Bhjosale

2. In response to the notice of Reference the second party union has filed its statement of claim at Exh.6. According to them, the first party management has served one workman with a notice dated 9-11-2001 for retrenchment. The company has served with the said notice of retrenchment with malafied intention to terminate the services of workman under the garb of retrenchment. The notices were sent at the residential addresses of the respective workers. They have not contacted the union though office of the company is just near to the office of the union. Many workers received their respective notices at a late stage. Some received the notices on 21-11-2001 for the retrenchment w.e.f. 22-11-2001. The union was kept in dark. The action of the company is illegal and unjustified. Therefore, the union approached to Regional Labour Commissioner (Central), Mumbai. There was much unrest amongst the workers of the company. The Labour Commissioner made an attempt at conciliation. There was prolonged discussion. However there was no settlement. Therefore, Labour Commissioner made report of the dispute to Central Government, Ministry of Labour and Employment. The Ministry sent the above said Reference to this Tribunal for determination. The Union, therefore, pray that action of the company retrenching 162 workmen be declared unjustified, illegal and void. The Union also prays that the said order of retrenchment be set aside and services of 162 workmen be continued with full back wages and other benefits including continuity of services.

3. The first party resisted the statement of claim vide its written statement at Ex.8. According to them, the Reference in respect of retrenchment of 162 workmen is bad in law and the same deserves to be rejected.

According to them, out of retrenched 191 workmen, some are Round Bosses and Supervisors. They were working purely in supervisory and managerial capacity. They were drawing pay of Rs.1600 per month. They are not workmen within the meaning of section 2(s) of I.D. Act. Inspite of that they were given retrenchment compensation and notice. It is further contended that issue of retrenchment is pending before the Hon'ble High Court in Writ Petition No.638/2002. Out of 162 employees, 76 employees have accepted all their legal dues including notice pay, retrenchment compensation, gratuity etc. They have no grievance about their retrenchment. The rest of the workers were also served with the notices. Cheque of retrenchment compensation and one month's pay were also sent along with the notices of retrenchment. The company is facing economic problem, therefore, they have decided to retrench their workers. They have followed the procedure as per law. The union is thus not entitled to any relief. Therefore, they pray that the Reference be rejected.

4. Following are the issues for my determination. I record my findings thereon for the reasons to follow:

Issues	Findings
(i) Is reference maintainable since 21 employees are not falling under the definition of employees" as stated under para-2 of the written statement?	In the negative
(ii) Whether 76 employees cannot contest the reference since they accepted their legal dues as a result of settlement?	In the negative.
(iii) Whether retrenchment of 313 workers is just and proper and was effected by following due process of law?	In the affirmative.
(iv) Whether 160 employees are entitled for reinstatement with back wages and continuity in service?	In the negative
(v) What order?	As per final order.

Reasons

Issue no. 1 :

5. According to the first party, company the 21 employees are not falling under the definition of employees. According to them, they were Round Bosses and Supervisors and were working purely in supervisory and managerial capacity. They were drawing pay of Rs.1600 p.m. therefore they are not workmen within the

meaning of Section 2(s) of the I.D.Act. In this respect would like to point out that the second party workers have not produced any evidence to show the contrary. The burden was on the second party union to establish the fact that these 21 employees were workmen as defined under Section 2 (s) of the I. D. Act. Though the Secretary of the union has filed his affidavit dated 25-8-2004. However neither he remained present for affirmation thereof nor attended the court to face the cross examination, therefore his affidavit by way of examination in chief cannot be read in evidence. In short union has not led any evidence in support of its case and to discharge the burden. Thus I hold that the union failed to establish the fact that the 21 employees referred in issue no.1 are the workmen as defined under Section 2 (s) of the I.D. Act. Accordingly I decide this issue no.1 in the negative.

Issue no. 2 :

6. It is alleged on behalf of the first party company that 76 employees cannot contest this reference and claim any relief as they have already accepted their legal dues as a result of settlement. The burden was on the second party union to lead the evidence or to examine the representative of these 76 witnesses to deny the allegation. The second party union has not examined any of the witnesses or their representatives. They have not denied the averments on oath. Therefore, this issue is required to be decided against the union for want of any evidence. Accordingly, I decide this issue no. 2 in the negative that these 76 employees cannot contest the reference since they have accepted the settlement and also received their legal dues in consequent thereto.

Issues no. 3 & 4 :

7. It is the case of the first party company that their financial condition is not good, therefore, they have retrenched 313 workers. According to them, they served to these workers each with a notice of retrenchment alongwith a cheque of retrenchment compensation and one month's pay. This averment of first party company is not denied by the second party union by examining relevant witnesses or by producing any document. Therefore neither retrenchment can be called illegal nor the employees are entitled for reinstatement as has been claimed for. There is absolutely no evidence led by the second party union. Accordingly I decide these issues no. 3 & 4 in the negative. As a result, I dismiss the reference for want of evidence and proceed to pass the following order:

ORDER

The reference is dismissed with no order as to cost.

Date : 7-12-2010

K. B. KATAKE, Presiding Officer

नई दिल्ली, 8 मार्च, 2011

का.आ. 911.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार औ.एन.जी.सी. चैनल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/अम न्यायालय, चैनल के पंचाट (संदर्भ संख्या 380/2004) को प्रकाशित करती है जो केन्द्रीय सरकार को 8-3-2011 को प्राप्त हुआ था।

[सं. एल-30011/22/2004-आई आर (एम)]
जोहन तोपनो, अवर सचिव

New Delhi, the 8th March, 2011

S.O. 911.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the 380/2004... of the Central Government Industrial Tribunal-cum-Labour Court, Chennai, now as shown in the Annexure in the industrial Dispute between the employers in relation to the management of AED Cauvery Project ONGC Karaikal/TEXCO Chennai and their workmen, which was received by the Central Government on 8-3-2011.

[No. I-30011/22/2004-IR (M)]
JOHAN TOPNO, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Tuesday, the 21st December, 2010

Present : A.N. JANARDANAN Presiding Officer

INDUSTRIAL DISPUTE No. 380/2004

(In the matter of the dispute for adjudication under clause (d) of Sub-Section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947(14 of 1947), between the Management of ONGC and their workmen)

BETWEEN

The General Secretary, : 1 Party/Petitioner Union
ONGC General Employees
Union

AND

- 1. The Assistant Manager/ : 2nd Party/
AED, Cauvery Project, : Ist Management
ONGC, Karaikal
- 2. The Management of : 2nd Party/
TEXCO, Chennai. : 2nd Management

APPEARANCE:

For the 1st Party/Petitioner : Mr. J. Narayana
Moorthy, Advocate

For the 1st Respondent	: M/s. P. Arulmudi & P. Srinivasan, Advocates
For the 2nd Respondent	: M/s. S.K. Settai, Advocates

AWARD ON SETTLEMENT

The Central Government, Ministry of Labour vide Order No.L-30011/22/2004-IR(M) dated 9-6-2004 referred the dispute to this Tribunal for adjudication. The Schedule mentioned dispute is as follows.

"Whether the workmen (listed below) are contract labourers of ONGC or not? If not, to what relief they are entitled and whether the termination of the workmen is justified or not? If not to what relief they are entitled? List S/Shri C. Kannan, G. Pandarinathan, P. Nagarajan, M. Sanbandam, U. Swaminathan, V. S. Bose, N. Subramanian, P. Balasundaram and A. Radhakrishnan."

2. After the receipt of the reference it was taken on file as I.D.No.380/2004 and notices were issued to both the parties and both the parties entered appearance through their advocates and filed their Claim Statement and Counter Statement respectively.

3. The allegations of the Petitioner in the Claim Statement are briefly as follows:-

The Petitioner union espouses the cause of the some workmen concerned in this dispute. They are ex-servicemen and are fully qualified for the post and on being relieved from military tenure these employees got registered at Ex-servicemen Corporation Ltd. for employment namely under 2nd Respondent and these workmen were sponsored for an interview and selection by the 1st Respondent on 16-5-94 and they were selected as instrument technicians. The 1st Respondent initially appointed these persons on contract basis. They were given training by the 1st Respondent Corporation. After their training, they were given posting in a rigs at various sites on general shift basis and it was carried out by the Deputy Superintending Engineer (Instrument) of Respondent/Management. Thus, the control of engagement, deployment and relieving from duty was carried out by Deputy Superintending Engineer who is the officer of 1st Respondent/Management and their duties were also fixed by 1st Respondent and these employees after performing the duties have to report to officers of 1st Respondent. Further, the Government of India under Section 10(1) of Contract Labour (Regulation & Abolition) Act issued not issued notification on 8-9-94 prohibiting the employment of contract labourers in 15 categories and instrument technician is one of the categories prohibited by the Government of India to be employed on contract basis. Therefore, the 1st Respondent corporation did not enter into any written contract for

supplying these labourers with the 2nd Respondent. Further in the communication to employees, it was not stated that employment of these employees is by 2nd Respondent TEXCO under contract with the 1st Respondent. No doubt, wages were paid to 2nd Respondent herein and who in turn, distributed the same to the employees. But the 2nd Respondent acted only as Mukdum or Maistry in collecting wages and distributed the sum so collected to these employees. Further, merely collecting service charges will not establish the concerned employee as contract employees. Manpower study of Cauvery Project made by 1st Respondent Industrial Engineering Department recommended vacancies to be filled up by recruitment and the 1st Respondent invited applications to fill up these posts. Even though the concerned employees made representation, they were not considered for recruitment to these posts. Therefore, they have filed a Writ Petition before High Court and High Court has passed an interim order restraining the employment and in case any appointment is made, it is subject to outcome of the writ petition. Again, the employees filed a Writ Petition before High Court in the year 1998 for issue of Writ of Mandamus to direct the 1st Respondent to regularise the services of nine Petitioners based on the decision of Supreme Court in Air India Statutory Corporation Vs. United Labour Union reported in 1997 SCC 25 1344. When the matter is pending the Constitution Bench of Supreme Court have decided in a subsequent case overruling the above decision of Full Bench and therefore, the Respondent immediately terminated the services of concerned employees and the concerned employees raised a dispute before Assistant Labour Commissioner (Central) on 1-1-2002 informing him of threatened termination. But the 1st Respondent ante dated the termination order as 31-12-2001 and issued orders not to the individuals or Texco but to the rig-in-charge to disengage the services of nine instrumentation mechanics. Since there is no valid contract entered into between the 1st and 2nd Respondent it has to be concluded that concerned employees are to be treated as regular employees with effect from the date of their joining and fix them in regular scale of pay as applicable to regular employees. Hence, the Petitioner union prays to hold that the nine workmen in this dispute are not contract employees and they should be listed as regular employees as instrument technicians.

4. As against this, the 1st Respondent in its Counter Statement alleged that the concerned employees are employees of 2nd Respondent which has distinct legal entity and has been engaged in corporate as a Govt. company of state of Tamil Nadu under Companies Act. Further, the 2nd Respondent has been incorporated for rehabilitation of ex-servicemen personnel and it secures with various public sector undertaking and deploys its employees for execution thereof and the employees are under its direct control and supervision and for all

disciplinary matters. Their service conditions are framed by the 2nd Respondent. Further, the concerned employees do not fall under definition of contract labour as per Contract Labour (Regulation & Abolition) Act since they are hired through the contractor only in connection with the work of 1st Respondent. Therefore, they remain permanent employees of 2nd Respondent and not of the ONGC as alleged and there is no any nexus of employer and employee relationship between them and ONGC as alleged. The 1st Respondent gave a contract to the 2nd Respondent for the purpose of providing technical services for its R & T system. The services to be provided were only semi skilled. The repairs and maintenance operation were done by their technical staff. For this work, the 1st Respondent has fixed sum of money to the 2nd Respondent as stipulated in the contract. The concerned employees are engaged only in maintenance work of ONGC through 2nd Respondent where there is no prohibition. The notification mentioned by the Petitioner will not be applicable to the concerned employees. The vacant post in the office will be strictly filled up by open recruitments in accordance with service regulation of ONGC. The claim of the Petitioner for recruitment has no legal basis and they are not entitled to any regularisation under service rules. Between this Respondent and the petition mentioned workmen, there is no employer-employee relationship and they are employed by the 2nd Respondent which pays their salary etc. and all service conditions are governed by 2nd Respondent. The concerned employees were terminated consequent upon the enquiry and they were never appointed by this Respondent. The concerned employees have no locus standi to question the contract entered into between the 1st and 2nd Respondent. Even assuming that the contract is not valid one, it does not mean that the Petitioner became the regular employees of the Respondent. Hence, for all these reasons, the 1st Respondent prays that the claim may be dismissed with costs.

5. The 2nd Respondent in its Counter Statement contended that this Respondent is a Government of Tamil Nadu Undertaking having its office at Saidapet, Chennai. The object of this Respondent is to take care of the welfare of ex-servicemen. This Respondent sponsored the candidates who are only ex-servicemen to the employment in Government of India undertakings and public sector undertakings on contract basis. In the year 1994, the 1st Respondent required instrument technicians and requested this Respondent to sponsor candidates. Accordingly, this Respondent sponsored list of persons including the petition mentioned employees. The 1st Respondent arranged interview and selected the concerned employees. In that, this Respondent had no role. After the expiry of contract, their services were terminated. This Respondent is only a sponsoring agency for employment. As such, there is no employer-employee relationship, between this Respondent and members of the Petitioner Union.

Further, this Respondent has nothing to do with the concerned employee's employment with the 1st Respondent. Hence, for all these reasons, this Respondent prays to dismiss the claim against the 2nd Respondent.

6. My learned predecessor after an enquiry-marking EX.W1 to Ex.W28 (series) and examining WW1 and WW2 on the petitioner's side and marking Ex.M1 and examining MW1 and MW2 on the Respondent's side held in the award dated 10-03-2006 that the termination of the employees concerned is not justified and is not according to the provisions of the I.D. Act also holding that they are not contract labourers and directing them to be reinstated into service of the 1st Respondent Management with continuous service but allowing only half of the back wages. In Writ Petition No. 28702/2006 filed by the 1st Respondent against the award as per order dated 24-07-2009, the High Court of Madras remitted the matter to this Tribunal to deal with the same in accordance with law with a direction for fresh disposal in accordance with Section-10(4) of the ID Act permitting both parties to file additional pleadings and if necessary with liberty to lead oral evidence. There was a further direction to the parties to appear before this Tribunal on 4th May, 2009 without any further notice from the Tribunal.

7. Accordingly on 4-05-2009, the petitioner and the 2nd Respondent represented before this Tribunal and the 1st Respondent was absent and unrepresented and was set ex-parte. On the next adjourned date the 1st Respondent got on application the ex-parte order set aside. First party filed additional Claim Statement, 1st and 2nd Respondents filed additional Counter Statements. The petitioner also filed rejoinder and amended Claim Statement. The petitioner and the 1st Respondent filed additional documents.

8. The averments in the additional Claim Statement briefly read as follows:

The claim petition dated 22-07-2004 may be read as part and parcel of the Claim Statement of the petitioner. As already stated in the initial Claim Statement since there is no valid contract entered into between the 1st and 2nd Respondent, it is to be decided that the petitioners are not contract labourers and as such their termination is not justified. They are entitled to be reinstated back into service as regular employees from the date of termination with backwages, continuity of service and other attendant benefits.

9. The averments in the additional Counter Statement of the 2nd Party/1st Respondent briefly read as follows:

The additional Claim Statement filed by ONGC Employees Union which is not a party to the reference is to be rejected. The dispute had been espoused by the ONGC General Workers Union. It is denied that the petitioners were working as instrument technicians. The 2nd Respondent Contractor only supplied Instrument

Maintenance Mechanics as per the contract entered into. It is denied that the workmen were sponsored for interview on 16-05-1994. The workmen were taken as labour on contract after finding out the suitability by ONGC. It is denied that after initially taking them on contract they were given postings in rigs. It is denied that the Deputy Superintending Engineer controlled and engaged them. It is not correct that their duties were fixed and supervised by ONGC. That Instrument Technicians is a category prohibited by Govt. of India notification dated 8-09-1993 is not correct. The contract labour supplied was only Instrument Maintenance Mechanics and the notification is not applicable to them. ONGC issued letter of intent to supply labour. It is denied that there was no valid contract between 1st and 2nd Respondent. It is denied that the petitioners are to be treated as regular employees. An ID can be espoused only by an existing Trade Union. Only workers of 1st Respondent can raise ID. Its workers are not members of the alleged claimant union. Workers of the 1st Respondent has not espoused the dispute. ONGC General Workers Union is not now existing. ONGC General Employees Union has not espoused the dispute. The petitioners are workers of 2nd Respondent. Based on a contract agreement to supply labour, 2nd Respondent Contractor supplied the workers. There is no dispute between the petitioners and the 1st Respondent. After deducting service charges, 2nd Respondent Contractor paid wages to the petitioners. PF contribution is also paid by the 2nd Respondent. When the contract system is in vogue, petitioners employed by the 2nd Respondent are not workers of 1st Respondent. The contract labour supplied by the 2nd Respondent are not the persons whose cause is espoused in the dispute. The contract labour supplied was engaged on 14 days on off pattern. In a year it was only 182 days and not for 240 days, as admitted by claimant union in their counter to WP No. 28702/2006. They were neither appointed nor terminated by ONGC. The dispute is not espoused by a substantial number of workers of ONGC under Section-2K either.

10. The 2nd Respondent raised the following contentions in their additional counter statement filed:

TEXCO, a company registered under the Companies Act was formed for the welfare of ex-servicemen. The object of it is to take care of their welfare. It sponsored the petitioners for the post of Instrument Technicians under 1st Respondent, to be selected and wages fixed by ONGC after conducting tests. Each of them was issued letter of appointment. ONGC supervised their work and deployed them. Attendance was maintained by ONGC. They were paid the same rate of wages fixed by ONGC. ONGC did not relieve them from work till other shift workers reported for duty. There is no contract entered between ONGC and them for supply of labour. They are only to be treated as ONGC employees. The employer is only ONGC. It has no objection to them being regularized under ONGC. It is to

a necessary party. There is no employer-employee relationship between the TEXCO and the workers. TEXCO is not an industry. There cannot be any claim against TEXCO. As against them the claim is only to be dismissed.

11. In the rejoinder filed by the petitioners, the following contentions are raised:

It is the ONGC General Employees Union who represented the petitioners before the conciliation. ONGC General Workers Union is not a registered Union. The employees union represented petitioners under Section-36 of the I.D. Act. The dispute is only about the non-employment of the employees. It is the employees who have raised the dispute and the ONGC General Employees Union only represented them. From the cursory look of the reference the Union name is nowhere mentioned but copy of reference order was sent to the Secretary, ONGC General Workers Union at the General Secretary's residential address. It is a typographical error to write as General Workers Union instead of General Employees Union. It is wrong to state that the Claim Statement is filed by a stranger to the dispute. The names of the workmen who are party to the dispute have been mentioned as represented by ONGC General Employees Union. When a number of workmen raised the dispute it is an industrial dispute. For the dispute of non-employment of the minor or majority of workers need not raise dispute. A minority union can also raise the dispute. There is no written contract between the 1st and 2nd Respondent. In the counter the 1st Respondent merely denies facts. After amendment of Section-2A of ID Act, Tribunal is clothed with the power to adjudicate the dispute of termination of service. It is denied that the petitioners were engaged 14 days on/off pattern.

12. In the amended Claim Statement of the petitioner, the contentions raised are the same as those in the additional Claim Statement.

13. Originally on the side the petitioner WW1 and WW2 had been examined and Ex.W1 to EX.W28 (series) marked. After remitting back the case to this Tribunal by the Hon'ble High Court of Madras a third witness was examined as WW3 who filed sworn affidavit in lieu of Chief Examination and marked Ex.W29 to Ex.W44. The witness remained cross-examined in part by the 1st Respondent and the further cross-examination of the witness stood deferred due to request of the Respondent's counsel. On the Respondent's side initially Ex.M1 had been marked and MW1 and MW2 were examined. After remission Ex.M2 to Ex.M9 were also marked. No further oral evidence was adduced thereafter from the Respondent's side. The I.D. was again disposed ex-parte as per award dated 17th February, 2010, which was set aside and I.D. restored to file as per order dated 14-06-2010 on IA 18/2010. While the matter stood for continued enquiry it was represented that negotiations are on for amicable settlement of the I.D. in consideration of the suggestions of this Tribunal. A letter dated 7-7-2010 of the Chief Manager (HR) of the

Management was produced expressing the concrete intention to settle the dispute. The case was also included in the various Lok Adalats proposed to be held by this Tribunal. While the matter stood posted for further proceedings by way of continued and ongoing attempt at amicable settlement, the 9th petitioner filed a memo with a vakalat engaging a new Advocate for which consent of the advocate already appearing for the petitioners has not been obtained and the 9th petitioner appeared to be not willing for the settlement proposed to be reached by all the other 8 petitioners. The matter further stood adjourned from time to time for final settlement. When the matter finally came up for consideration this day both sides represented i.e., the 9th petitioner and 2nd Party/2nd Respondent who is only a formal party. All the petitioners except the 9th petitioner and the 2nd Respondent/2nd Party, a formal party, have affixed their signatures to the settlement.

14. The learned counsel for the petitioners invited this Court's attention to the decision of the High Court of Judicature, Bombay in G.B. HINGORANI, PARTNER, FASHION APPARELS, MUMBAI VS. VINAYAGA NARAYAN GOVEKAR AND ANOTHER (2010-4-LLN-167) wherein it is held as follows "if the parties entered into the agreement and/or settlement and proceeded accordingly and basically acted upon the same by majority of the workers, as well as, the employers, there is no reason now to permit such complainant to re-agitate the closure issue on merits. Apart from above, as so-called binding settlement was well within the framework of law and the record and as the parties have already acted upon, unless it is re-agitated on the ground of fraud and/or misrepresentation, which is not the case here, it needs to be respected for the purpose, therefore, the complaint is not entertainable. In terms of industrial jurisprudence, it is necessary and desirable that such Industrial Disputes should be, settled as early as possible and once settled not to disturb at the instance of only one person".

15. The ruling is squarely applicable to the facts of this case. The 9th petitioner not forthcoming to sign the settlement if not on approval of a final and amicable settlement is not to be allowed to be a bottleneck for the passing of the final and amicable settlement reached by all other 8 petitioners out of 9 and a settlement award is only to be passed in terms of the settlement signed between the two rival parties except 9th petitioner and the 2nd Respondent/2nd Party which is only a formal party.

16. The salient terms of settlement among others, are agreed (a) financial package as per which (i) backwages @ 50% of Rs. 5,840 (including D.A.) for the period 1-1-2002 till date of settlement i.e. August 2010 or till attaining age of 60 years, whichever is earlier for all the 9 Instrument Technicians. (ii) Ex-gratia @ Rs. 5,814 x 2 (for each completed year of service) or Rs. 5,814 per month

for the balance months of service (till completion of 60 years of age) whichever is less in respect of the Instrument Technicians who still have leftover service as on 31-08-2010 viz. S/Sri C. Kannan, U. Swaminathan, V. S. C. Bose, N. Subramanian, P. Balasundaram and A. Radhakrishnan (b) in addition to the above, the goodwill amount to the aforesaid 6 persons at Rs. 1,210 per month as ex-gratia. Total financial benefit to each is as follows:

- (a) Sri C. Kannan -Rs. 5,27,100.00
- (b) Sri U. Swaminathan - Rs. 5,13,100.00
- (c) Sri N. Subramanian - Rs. 5,13,100.00
- (d) Sri V.S.C. Bose - Rs. 5,13,100.00
- (e) Sri P. Balasundaram - Rs. 5,13,100.00
- (f) Sri P. Nagarajan - Rs. 1,22,100.00
- (g) Sri M. Sambandam - Rs. 1,22,100.00
- (h) Sri G. Pandarinathan - Rs. 2,87,800.00
- (i) Sri A. Radhakrishnan - Rs. 4,99,900.00

The above settlement is in full and final settlement of the claims in I.D. 380/2004 or in any other cases or forum.

17. On the terms embodied in the Memorandum of Settlement the I. D. is sought to be withdrawn and the I.D. is to be treated as closed.

18. The above settlement is recorded and an award is passed in terms thereof except as against the 9th petitioner (Sri A. Radhakrishnan) who has not been a signatory to the settlement as on the date, unless henceforth he appears and accepts the settlement by subsequent conduct within a reasonably proximate period in view of the release of cheque by the Management in his favour too in anticipation of his accepting the settlement though not a signatory thereto, instantaneously.

19. The Memorandum of Settlement will form part of the award.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 21st December, 2010.)

A.N. JANARDANAN, Presiding Officer

Witnesses Examined:

For the 1st Party/Petitioner : None
For the 2nd Party/Management : None

Documents Marked :

On the Petitioner's side

Ex. No.	Date	Description
	Nil	

On the Management's side

Ex. No.	Date	Description
	Nil	

MEMORANDUM OF SETTLEMENT ENTERED INTO BETWEEN THE MANAGEMENT OF O.N.G.C. AND THE WORKMEN AS STATED BELOW:

Representing the Management of O.N.G.C. CAUVERY ASSET, KARAikal

- 1. T. VASUDEVANG.M.H. R. and E.R
- 2. A. K. PILLAI C.M. H.R.

Representing Workmen

- 1. C. KANNAN
- 2. N. SUBRAMANIAN
- 3. U. SWAMINATHAN
- 4. V. S. BOSE
- 5. G. PANDANNATHAN
- 6. P. BALASUNDARAM
- 7. P. NAGARAJAN
- 8. M. SAMBANDHAM
- 9. A. RADHAKRISHNAN

Short Recital

Cauvery Asset, ONGC Karaikal had obtained the services of 9 Ex-servicemen through M/s. Tamilnadu Ex-Servicemen's Corporation (TEXCO) a Govt. of Tamil Nadu Enterprise for the re-settlement of Ex-servicemen, for instrumentation maintenance work since 16th May, 1994. TEXCO is sponsored by the Directorate General of Resettlement (DGR) Ministry of Defence, Govt. of India, New Delhi. The ONGC General Workers Union, representing the nine TEXCO technicians filed a Writ Petition No.8583 of 1998 before the Hon'ble High Court of Madras seeking regularisation of service in ONGC. The said Writ Petition was disposed by the High Court of Madras on 26-2-2003 with the order, that the appropriate forum to adjudicate the matter is the Industrial Tribunal. The CGIT Chennai which listed the ID as 380/04 by its award dated 10-3-2006 held that as the services were terminated by ONGC, the TEXCO technicians were the employees of ONGC and they were entitled to reinstatement with 50% back wages. The award was challenged by ONGC in W.P. No.28702 of 2006 before the Hon'ble High Court of Judicature at Madras, which ultimately by the order dated 27-4-2009 remanded the matter back to the Tribunal for adjudication.

The CGIT, Chennai took the ID back on record and suggested settling the matter by bilateral negotiations. The parties have thereafter held negotiations on various dates and reached a mutually acceptable financial settlement on 20-8-2010 at Chennai.

Terms of Settlement

The following financial package was agreed to after deliberations/negotiations held on 19th and 20th August, 2010.

(1) Backwages @ 50 % of Rs. 5814 (including DA) for the period 1-1-2002 till the date of settlement i.e. August 2010 or till attaining age of 60 years, whichever earlier for all the nine Instrumentation Technicians.

(2)(a) Ex-gratia @ Rs. 5814×2 (for each completed year of service) or Rs.5814 per month for the balance months of service (till completion of 60 years of age), whichever is less, only in respect of the following Instrumentation Technicians who still have left over service, calculated as on 31-8-2010.

S/Shri

C. Kannan

U. Swaminathan

N. Subramanian

V. S. C. Bose

P. Balasundaram

A. Radhakrishnan.

(b) In addition to this, the goodwill amount to the above six persons @ Rs.1210 per month for the reckoned for calculation ex-gratia as brought out above.

(3) Thus the total financial benefit is as follows:

Sl. No.	Name (Shri)	Amount (Rs.)
(1)	C. Kannan	527100
(2)	U. Swaminathan	513100
(3)	N. Subramanian	513100
(4)	V. S. C. Bose	513100
(5)	P. Balasundaram	513100
(6)	P. Nagarajan	122100
(7)	M. Sambandam	122100
(8)	G. Pandarinathan	287800
(9)	A. Radhakrishnan	499000

(4) The above will be in full and final settlement in respect of the claims made by the Instrumentation Technicians before the CGIT in I. D. No.380/04 and or any other cases(s) if filed by them in any other court or forum.

(5) The industrial dispute raised will therefore stand resolved fully and it is clearly understood and accepted by both the parties that the acceptance of the financial settlement will have the effect of full and final settlement of

any past, present or future conceivable liabilities against ONGC and no further claim of any nature shall be made by the TEXCO Instrumentation Technicians or any union on their behalf against ONGC in any form before any forum.

(6) It is further agreed and understood by and between the parties that acceptance of benefits under this financial settlement by the concerned TEXCO Instrumentation Technicians shall be in full and final settlement of all their past or future claims or demands of whatsoever nature as may be conceived under any law arising out of their engagement or non-engagement in the establishment of ONGC through Texco or otherwise.

(7) It is further agreed that in future, no dispute or claim or demand of whatsoever nature, whether monetary or non-monetary, shall be raised by the signatories or any union on their behalf before any court of law on the issue of permanency or reinstatement or regularisation in ONGC.

(8) The above settlement shall be filed before the CGIT with a petition signed by both parties stating that the dispute is settled out of court and the workmen have withdrawn the I.D. No. 380 of 2004 and hereby agree not to raise any dispute on the issue covered by the above settlement and the HON'BLE TRIBUNAL may please treated the I.D. No. 380 of 2004 as closed.

Received the payment through cheques.

WORKMEN : PARTIES THE ABOVE DISPUTE	REPRESENTING THE MANAGEMENT
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1. C. Kannan	1. T. Vasudevan G.M.H.R.
2. N. Subramanian	
3. U. Swaminathan	
4. V. S. C. Bose	
5. P. Balasundaram	2. A.K. Pillai C. M. H. R..
6. P. Nagarajan	
7. M. Sambandam	
8. G. Pandarinathan	
9. A. Radhakrishnan	

Witnesses :

1. Sd/- Illegible
2. Sd/- Illegible

नई दिल्ली, 10 मार्च, 2011

का.आ. 912.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डायरेक्टोर जनरल ऑफ सिस्टम एण्ड डाटा मैनेजमेंट कस्टम एण्ड सेन्ट्रल एक्साइज के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के

भारत सरकार द्वारा संसदीय अधिकार द्वारा दीर्घांकित अधिकार नं. 2, नई दिल्ली के फैसल (संदर्भ संख्या 27/2010) को प्रकाशित हो रही है जो केन्द्रीय सरकार को 10-3-2010 को प्राप्त करना था।

[सं. एल-42011/88/2006-आई आर (डीयू)]
जोहन टोप्नो, अमन चंद्र

New Delhi, the 10th March, 2011

S.O. 912.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby published the award (Ref. No. 27/2010) of the Central Government Industrial Tribunal-cum-Labour Court, No. II, New Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Directorate General of System and Data Management, Custom and Central Excise, and their workman, which was received by the Central Government on 10-3-2010.

[No. L-42011/88/2006-IR (DU)]

JOHAN TOPNO, Under Secy.

ANNEXURE

BEFORE DR. R. K. YADAV PRESIDING OFFICER,
CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. I, KARKARDOOMA
COURTS COMPLEX, DELHI

I. D. No. 27/2010

- | | |
|---|----------------|
| 1. Shri Gajay Singh and Two others,
Vill. Devli, P.O. Asowati,
Tehsil : Palwal,
Faridabad (Haryana). | ... Workmen |
| 2. Shri Rajesh Kumar,
S-126/415-A, Kanak Durga Colony,
Sector-12, R. K. Puram,
New Delhi-110022 | ... Management |

Versus

- | | |
|--|----------------|
| The Director General,
Directorate General of Systems,
Custom and Central Excise,
Ministry of Finance,
4th and 5th Floor, Samrat Hotel,
Chanakyapuri, New Delhi. | ... Management |
|--|----------------|

AWARD

Director General of Systems and Data Management, Customs and Central Excise, Ministry of Finance, Government of India, New Delhi (hereinafter referred to as the management) awarded work of cleaning office premises

and computer room to Dr. Rajesh Kumar, a workman, as provider, namely, Mr. Gajay Singh and two others, as the claimants, who engaged him as a contractor to do the job in the premises of the management. Dr. Rajesh Kumar, the Contractor, addressed claimant as his employee and engaged him for 5 years from 1st January, 2003 to 31st December, 2007. A notice of demand was sent by the claimant to the management and the contractor demanding payment of service with continuity and discontinuity. The management replied the notice dated 28-1-2008, saying that the employee of the contractor, Mr. Gajay Singh, was reinstated of his service w.r.t. the management. On receipt of the reply, the claimant filed a grievance, namely, Gajay Singh and Madhu Sudan, before the Conciliation Officer. As per management's side of the claim, it resulted in failure of the conciliation proceedings. Conciliation Officer submitted a report to the appropriate Government. On receipt of the failure report so submitted, the appropriate Government referred the dispute to his Conciliation adjudication, vide order No. L-42011/88/27/2010 dated New Delhi dated 30th of March, 2010 with following:

"Whether the action of the management of the Directorate General of Systems and Data Management, Customs and Central Excise, New Delhi, in terminating the services of Gajay Singh & Rajesh Kumar and Madhu Sudan w.e.f. 13-8-2005 is legal and valid? If not what relief the workmen are entitled to."

2. Claim statement was filed by the claimant, Mr. Gajay Singh and Rajesh Kumar, pleading therein that he served in the office of the management continuously from 1st January, 2003 to 10-8-2005. He was paid initially a sum of Rs. 1,000/- subsequently Rs. 3044 per month as his salary. His signatures were obtained on plain paper, when he was released. He served for 292 days from 1st January, 2003 to 31st December, 2003, for 230 days from 1st January, 2004 to 31st December, 2004 and 181 days from 1st January, 2005 till 10th October, 2005. As per standing orders dated 5-7-2004, proximity cards were issued from 13-7-2004 to 10-8-2005 in his favour for entry in the office of the management. He was ordered to issue visitor pass to persons visiting office of the management and his office had issued visitor pass to various persons for a period of 401 days, which fact establishes that he was in constant service of the management.

3. The claimant pleads that in reply to his claim statement, filed before the Conciliation Officer, the management took a stand that he was no employee of the contractor. He presents that in case he had pleaded the facts before the Conciliation Officer, it may be observed

since he is not well educated. According to him, he never worked with a contractor. He presents that often and then he was called to perform duties even on Saturdays and Sundays pass were issued in his favour for those days also. When he reached office of the management on 18-8-2005 proximity card was not issued in his favour. On inquiry, Security Assistant told him that Shri Upender Gupta had dispensed with his services from that date and prohibited his entry into the office. He asserts that his wages due for 10 days for the month of August, 2005 were not paid. The claimant has given notice of his resignation with 15 days' notice and full pay till 31-8-2005.

7. In order of the Tribunal, the appropriate officer of the concerned department have directed Gajay Singh and Madhu Sudan, to file their claim statement before 15-9-2010 within a period of 15 days from receipt of notice of reference. Despite the directions so given, Mr. Gajay Singh and Shri Madhu Sudan opted to file their claim statements. Notices were sent to them at their residential addresses located at Village Devli, Post Office Khoyali, Patal Pahar, District Faridabad, Haryana, for 15-9-2010 and 30-6-2010 calling upon them to file their claim statement. Notices were received back with the report that Gajay Singh and Madhu Sudan were not traceable in the village. In a village, a person can be identified by his name. Thus report of the postal authorities clearly is apparent that Shri Gajay Singh and Madhu Sudan left the village for good. Under these circumstances the Tribunal could not procure attendance of Shri Gajay Singh and Madhu Sudan for filing their claim statements in the matter.

8. Claim was demurred by the management pleading that it has power and authority to get work of cleaning office equipments and maintenance of dust free environment in its premises through any agency. As such the said work was awarded to a service provider. Claimant was an employee of the service provider and visited office of the management to discharge his liability under contract for service. It were M/s. Krishan Gautam and M/s. A. K. Atora to whom contract of cleaning office premises, equipments and maintenance of dust free environment in the premises of the management was awarded from time to time. The contractors engaged manpower to carry out work awarded to them. Claimant was an employee of the contractor. There was no relationship of employer and employee between the claimant and the management. Vide letter dated 5-9-2005, contractor had withdrawn service of the claimant from office of the management and deputed one Dinesh Kumar in his place to perform contracted job. Under these circumstances the claimant might have not been allowed entry in the building. There was no permanent and sanctioned post against which services of the claimant were utilized through a contractor. Since the management discharged sovereign functions relating to revenue, therefore, provisions of Industrial Disputes

Act, 1947 (in short the Act) are not applicable to it. Facts stated in the claim statement, being misconceived, are liable to be dismissed. A claim has been made that the order of reference was beyond competence of the appropriate Government, hence it may be rejected.

6. On pleadings of the parties, following issues were set forth:

(i) Whether there was no relationship of employer and employee between the parties?

(ii) Acceptance of reference.

7. Issue No. 1:

7.1. After viewing affidavit of claimant, it is shown that Appellant Shri Gupta Assistant Director, is not the witness as to other facts enfolded by the claimant. No other witness was examined by either of the parties.

8. Arguments were heard at the bar. Shri R.S. Saini authorised representative, raised submissions on behalf of the claimant. Shri S. K. Singh, authorised representative presented facts on behalf of the management. Various submissions were filed by the claimant. I have given due careful considerations to the arguments advanced at the bar and cautiously perused the record. My findings on issues involved in the controversy are as follows:

Issue No. 1:

9. To discharge onus resting on him, the claimant deposed that he was engaged as a peon on 1st of January 2003 in the office of the management. Shri Upender Gupta, Additional Director, recruited him on the post of peon. He was paid minimum wages. He claims that he was an employee of the management. However, he does not dispute that no vacancy was advertised in any newspaper, against which he was appointed. He projects that he went to the office of Shri. Upender Gupta at the instance of one Shri D. K. Nayyar, friend of Shri Gupta. He gave his bio-data, two photographs, copy of voter identity card to Shri Gupta. He concedes that neither any appointment letter was issued in his favour nor his name was sponsored by the employment exchange. He further concedes that no pay slip was ever issued in his favour.

10. Shri A. K. Gupta, Assistant Director, swears in his affidavit Ex. MW1/A that the management has power and authority to get work of cleaning office equipment and maintenance of dust free environment in its premises done through any agency. M/s. Krishna Gautam approached the management and was engaged for cleaning office premises and computer hardware installed in the office of the management. The claimant was engaged by M/s. Krishan Gautam, which fact was conceded by him in his demand notice and claim statement, filed before the Conciliation Officer. There was no relationship of employer and employee between the claimant and the management.

The claimant was withdrawn by the service provider vide his letter dated 5-9-2005 and he deputed one Dinesh Kumar in his place. Since claimant was not its employee, no record of his service was maintained by the management. During the course of his cross examination he concedes that no one can enter premises of the management without an entry pass. He feigned ignorance as to whether contractor used to issue identity cards to his employee or not.

11. When facts unfolded by the claimant and Shri Amit Kumar Gupta were appreciated, it came to light that demand notice dated 30-9-2005, served on behalf of the claimant on the management, was proved as Ex. MW 1/1. The claimant opted not to dispute factum of service of demand notice Ex. MW 1/1 nor contents thereof. Consequently it is evident that Shri Gupta could establish that demand notice Ex. MW 1/1 was served on behalf of the claimant upon the management. Perusal of demand notice Ex. MW 1/1 crystallises facts of the present controversy. In para one of the demand notice it has been projected that the claimant was engaged as a casual labour on 25-10-2000, for doing manual job of perennial in nature, on demand of the management through service provider, namely, M/s Krishan Gautam. The claimant detailed in that very para that the service provider was an agent of the management. In subsequent section it was projected that the services of the claimant were retrenched w.e.f. 12-8-05 with malafide intentions and new persons, namely, Kileep, Santosh, Sanjay and Ram Singh were engaged. Therefore, out of contents of Ex. MW 1/1 it emerge over the record that the claimant admits that he was engaged as a casual labour by the management through the contractor.

12. On entering the witness box, the claimant deposed conflicting facts, when he claimed to have been engaged as a peon by Upender Gupta, to whom he submitted his bio-data, photographs and copy of voter identity card. He coined a story to the effect that he approached Shri Gupta at the instance of one Shri D. K. Nayyar, friend of former. Therefore, it is evident that when claimant was called upon to establish his case, he improved facts, which were detailed in demand notice Ex. MW 1/1. He provided embroidery and embellished events with view to establish factum of his engagement by the management. In his claim statement, presented before this Tribunal, he presented an explanation to the effect that before the Conciliation Officer he claimed that he was working under a contractor, since being not well educated he could not understand intricacy of the language. He made a request to this Tribunal that those facts may be discarded. Copy of the claim statement, presented before the Conciliation Officer, is available over the record. The management could not prove copy of the said claim statement but when contents of the claim statement are not in dispute on behalf of the claimant, it would be expedient to have a glance on facts detailed therein. When

perused it emerged that in claim statement, presented to the Conciliation Officer, claimant unfolded that he was engaged by the management through service provider, namely, M/s. Krishan Gautam. All these events highlight that while serving notice of demand and filing claim statement before the Conciliation Officer case of the claimant was that he was engaged by the management through M/s. Krishan Gautam, the service provider. Notice of demand Ex. MW 1/1 and claim statement, filed before the Conciliation Officer, were drafted on legal advice. Consequently, it is evident that facts projected in notice of demand Ex. MW 1/1 and those detailed in claim statement filed before the Conciliation Officer, were unfolded, i.e., in instance of the claimant, on legal advice. Now claimant wants to take a detour to come out of legal wrangle created by his admission, referred above. He seeks indulgence of the Tribunal for getting contents of his admission discarded. Can claimant be permitted to approbate and reprobate facts? Answer lies in negative. It is a settled proposition of law that a person cannot say some fact at one time and discard it at other point of time. He cannot be allowed to take a benefit under an instrument and disclaim liabilities imposed by that instrument. A person cannot say at one time that his transaction is valid and thereafter obtain advantage, to which he could only be entitled on the footing that it is invalid and then turn round and say it is valid for the purpose of securing some other advantage. That is to approbate and reprobate the transaction. The maxim that the person cannot approbate and reprobate is only an application of doctrine of election and its operation must be confined to release the claim in respect of the same transaction and to the persons who are parties thereto. Therefore, it is evident that on the principles that a person may not approbate and reprobate he would be estopped from contradicting facts which were detailed by him at earlier point of time. Thus it is evident that now claimant cannot be permitted to say that he was directly engaged by Shri Upender Gupta in service of the management. Facts unfolded by the claimant in that regard are brushed aside, since those facts were subsequently coined by him with a view to espouse his cause.

13. As detailed above, the claimant projects in Ex. MW 1/1 that he was engaged by the management through the service provider, who was its agent. It is to be ascertained whether claimant could establish that the service provider was working as an agent of the management. Consequently, it is expedient to know the meaning of the word "agent". An agent is a person employed to do any act for another or to represent another in dealing with third person, enacts section 182 of the Contract Act. According to this definition, an agent never acts on his behalf but always acts on behalf of another. He either represents his principal in any transaction or dealing with a third person or performs any act for the principal. The crucial test of status of an agent is that his acts bind

the principal. General agents are authorised to do all acts pertaining to a particular business or trade, or at a particular place or of a particular class or series. They may be authorised to do all acts for their principal which can be delegated to an agent. Special agents are agent who have only authority to do some particular act or represent their principal in some particular transaction. Special agents are authorised to do only some particular act or to act on some particular occasion.

14. It would be considered whether M/s. Krishan Gautam was an agent of the management, when claimant was engaged to do jobs awarded to the former. No evidence was adduced by the claimant to establish the proposition that M/s. Krishan Gautam was an agent of the management. On the other hand, the management brought certain documents over the record on the strength of which work was awarded to M/s. Krishan Gautam for supply of manpower to the former. Ex. WW1/M10 to Ex. MW1/M26 are the documents on the strength of which M/s. Krishan Gautam was engaged for cleaning office premises and computer hardware installed in the premises of the management and for maintenance of dust free environment therein. It emerge over the record that contract was awarded with effect from 1st January, 2003 to 28th February, 2005, vide agreement Ex. WW1/M11. Contract was extended from 1-1-2003 to 31-5-2003, vide Ex. WW1/M12. Ex. WW1/M13 to Ex. WW1/M26 bring it over the record that the said contract was extended in favour of Mis Krishan Gautam from time to time. Conditions, on which contract was awarded and extended as detailed in the aforesaid documents, are thus :

1. The service provider shall ensure availability of a minimum of six persons on all working days from 9.00 a.m. to 6 p.m. for performing services contracted.
2. The person is deployed for services should be of a good moral character, free from any communicable disease and not have been convicted for any offence.
3. The management shall pay a sum of Rs.3000 per month per person on submission of a bill for the aforesaid services.
4. If the services are found not to be satisfactory the contract shall be liable to be terminated even before the period of 30 days, specified in contract document.
5. If the contract is terminated before completion of a month, the amount payable to service provider for number of days worked shall be calculated @ Rs. 100 per day.
6. If the services are required on any of public holidays an amount of Rs. 100 per day will be paid extra.

7. The service provider shall observe all relevant laws relating to employment of the person assigned to the management (such as those relating to payment of minimum wages, employment of child labour etc.)."

15. Now it would be ascertained as to whether the service provider was an independent contractor or an agent of the management. It is a matter of common knowledge that it is the element of control of work that distinguishes relationship of master and servant from independent contract relationship. The most important test for determining whether one employed to do certain work is independent contractor or mere servant is the control over the work, which is reserved to the employer. In other words, identifying mark of the servant is that he should be under control or supervision of the employer in respect of the details of his work. Reference can be made to a precedent in Chintaman Rao [1958 II LLJ 252]. In Shivanandan Sharma [1955 (I) LLJ 688] the Apex Court cited observations of Lord Porter in Mersey Docks & Harbour Board (1947 A.C.17) with approval, which are reproduced thus: —

"Many factors have a bearing on the result. Who is pay master, who can dismiss, how long the alternative services lasts, what machinery is employed, have, all to be kept in mind. The expression used in any individual case must always be considered in regard to the subject matter under discussion but amongst the many test suggested I think that the most satisfactory, by which to ascertain who is the employer at any particular time is to ask who is entitled to tell the employee the way in which he is to do the work upon which he is engaged."

16. In other words, "direction and control" are the telling factor in determining relationship of employment. Control is obviously an important factor. In some cases it may still be a decessive factor, but it is wrong to say that in every case it is decessive factor. It is now no more than a factor albeit a very important one. To distinguish between an independent contractor and a servant, the test is whether or not the employer retains the power, not only of directing what work is to be done, but also of controlling the manner of doing the work. If a person can be overlooked and directed in regard to manner of doing his work, that person is not a contractor. The control of management, which is necessary element of relationship of master and servant, is not directed towards providing or disclosing the nature of the article to be produced or the work to be done, but refers to the other incidents having a bearing on the process of work the person carries out in the execution of the work. The manner of the work is to be distinguished from the type of work to be performed. Reference can be made to the precedent in Shanker Balaji

Waje; 1962 (1) LLJ 119]. Under a contract of service, a man is employed as a part of the business and his work is done as an integral part of the business, whereas under a contract for service his work, although done for the business, is not integrated into it but is only necessary to it. For ascertaining relationship of master and servant various considerations, such as nature of the undertaking, freedom of action given, magnitude of the contract amount, the manner in which it is to be paid for, power of dismissal or circumstances in which the payment of reward may be withheld, bear on the solution on the question. In other words, determination of the questions would depend on the terms of the contract entered into between the parties and no general proposition of universal application can be laid down. Reference can be made to the precedent in Bishnu Chand Sharma, (1961 (II) LLJ 86).

17. When aforesaid conditions of contract of service are gauged, it emerges that M/s. Krishan Gautam was to engage six persons to perform cleaning of office, computers installed in the premises of the management and for maintenance of dust free environment. He was given liberty to deploy persons of good moral character, following relevant law relating to their employment. A sum of Rs. 3000 per person was to be paid initially, which amount was enhanced subsequently to Rs. 3200. In case services rendered by the contractor was found not to be satisfactory his contract was liable to be terminated. In the event of obtaining service of the contractor on public holidays he was to be paid an amount of Rs. 100 per day extra. It was made clear that employees deployed by service provider will not claim any regular employment in the office of the management. Elements of contract of service are found missing when contract documents EX.MW1/10 to EX.MW1/26 are scanned. It is emerging over the record that service provider, namely, M/s. Krishan Gautam was an independent contractor on whose work no control was exercised by the management. It cannot be said that he was an agent or an employee of the management. Intention made by the claimant in that regard is confounded.

18. Now it would be ascertained as to whether claimant could show that the contract so entered into between service provider and the management was sham or bogus. In his evidence the claimant had not brought even iota of fact over the record to the effect that the contractor was interposed in between by the management with a view to deprive him of the benefits available under group labour laws. The claimant took a stand that he was an employee of the management. No evidence worth name was brought over the record by him to the effect that the terms referred above project that the contract entered into between the parties was not genuine. At the cost of repetition it is said that the management entered into a contract with the service provider since it intended to engage him for doing job of cleaning of its

premises and subsequently insisted him to do the maintenance of dust free environment. It may be shown that the work involved is an integral part of perennial in nature. No evidence was produced in record by the claimant in this behalf that the engagement of the contractor, whom he claims to have performed in a regular capacity, was at the management. Consequently it is evident that the work undertaken by the claimant is not such that it can be nominal and in fact the contractor engaged himself between with a view to evade payment of benefits due to the claimant under various labour laws. It is also clear that the claimant could have made a written declaration by the Tribunal that he is not an employee and to announce that the claimant is not engaged by the principal employer.

19. Whether the claimant can establish his relationship of employer and employee between him and at any point of time? For ascertaining relationship between him as to how relationship of master and servant can be established. The relationship of employer and employee is created by a contract, express or implied, between employer and employee. A contract of service is one in which one party undertakes to serve another and thereby becomes the orders within the scope of the duty undertaken. Scope of employment may be inferred from the record. It goes to show that vis. a contract was entered into, never expressed and when there was no contract of employment of any kind (staff), performance of employees. Any such inference, however, scope, to be made as by showing that the relation between the parties concerned was on a charitable basis or the parties in relations or partner or were directed by a hundred percent which employed the staff. While the employee on a particular when his services were engaged, need not give full true identity of his employer, there can never be denied the contract by which the parties recognized each party as master or servant.

20. In order to establish relationship of master and employee between the parties the claimant can stress on photo copies of proximity cards (EX.WW1/1 to EX.WW1/2 to EX.WW1/26). He also places before the court copies of visitor register which are EX.WW1/27 to EX.WW1/35. Proximity cards were issued by management to permit entry of a person inside office (being a restricted area). Given genesis of proximity card, no way establishing relationship of employer and employee between the parties. Copies of visitor register which are EX.WW1/86 to EX.WW1/93 can also be relied on the same to establish that he performed job for the management in respect of issuance of visitor passes to public visitors who used to visit premises of the management. This may go to show that the claimant rendered service to management for that job. However, it has already been established that for the services so rendered by the claimant

he obtained instruction from the management. It is an admitted case that the claimant gained entry in the premises of the management, as an employee of the service provider to clean office premises, computer installed therein and for maintenance of dust free environment. He had not brought it over the record that maintenance of visitor book and issuance of visitor pass to public at large was part of his duty, under a contract of service independently instead in to between him and the management.

21. Whether maintenance of visitors register by the claimant would go to establish that the management created relationship of employer and employee between the parties? As testified by the claimant, he was an employee of the management. However, he concedes that no appointment letter was issued in his favour. He also concedes that no pay slip was ever issued by the management in his favour. He presents that his signatures were obtained on plain paper as and when wages were released to him. Out of the aforesaid facts the claimant projects that as and when wages were paid, no record of payment was maintained by the management. The management is an instrumentality of the State, who has to draw money out of the exchequer. Without presentation of a bill and a favourable note by the Accounts Officer no money can be drawn for payment to the claimant for work performed by him. Therefore, assertion made by the claimant to this effect that his signatures were obtained on plain paper when wages in cash were paid, is against official practice and procedure applicable to the management. The claimant is a person who was in the habit of collection of documents, to support his claim. He has testified that he obtained photo copy of visitors register on day to day basis for his safety. It is emerging over the record that from the very initial day, when he was sent by the service provider to the office of the management, he used to obtain photo copies of documents wherever he put his pen, to substantiate his claim. In case bills were prepared for payment of his wages, he would have obtained photo copies of those bills also.

22. Reliance on Ex.WW1/1 was placed by the claimant to project that proximity cards were issued in his favour. Ex.WW1/1 highlights that proximity cards were to be issued to all daily wagers on daily basis. A register in this regard was to be maintained by Security Assistant in prescribed proforma. Ex.WW1/2 to Ex.WW1/85 are photo copies of record relating to issuance of proximity card in favour of the claimant. Perusal of these documents make it clear that proximity cards were issued, as and when claimant went to the office of the management. However, these proximity cards nowhere project that the claimant was an employee of the management. Ex.WW1/1 nowhere excludes issuance of proximity card in favour of an employee of a service provider. Therefore, factum of issuance of proximity card in favour of the claimant nowhere go to establish that the management recognized

the claimant as its employee. Reliance has also been placed by the claimant on visitors pass issued, which are Ex.WW1/87 to Ex.WW1/351. These passes were issued in token of a fact that the claimant visited office of the management on a particular day. By issuance of visitor card, the management nowhere conceded that the claimant became its employee, issuance of proximity card as well as visitors pass nowhere go to show even by implication that the parties intended to enter into a relationship of master and servant. Therefore, these documents nowhere show that at any point of time the management accepted the claimant to be its employee. The claimant could not establish even by circumstantial evidence, that the management took him in its direct employment at any point of time. Consequently, the documents produced by the claimant nowhere go to show that though his services were engaged by the management through a service provider, yet it opted to establish direct relationship of employer and employee between the parties. Therefore, the evidence brought over the record nowhere go to establish that the claimant has been able to bring it over the record that direct relationship of employer and employee were recognized by the parties, when proximity cards or visitor pass were issued in his favour. Admittedly the claimant went to the premises of the management as an employee of service provider and visitor pass or proximity card was issued in his favour, to allow him entry inside the premises of the management. These documents nowhere make out a case that the claimant was taken in its employment by the management. The claimant has miserably failed to establish relationship of employer and employee between the parties. Issue is, therefore, answered in favour of the management and against the claimant.

Issue No. 2.

23. Ex.MW1/9 is a document issued by the service provider on the strength of which he withdrew the claimant from the office of the management and deputed one Dinesh Kumar in his place to perform job relating to the contract. When claimant was confronted with this document he simply opted to deny that such a document was issued by Shri Krishan Kumar Gautam. His denial could not dispel the document. On the other hand he has placed reliance on Ex.WW1/355 which is a written statement filed by Shri Krishan Kumar Gautam before the Conciliation Officer. When efforts were made to compare signatures on Ex.WW1/355 with Ex.WW1/M9, it came to light that these two documents are authored by one and the same person. Consequently it is emerging over the record that it was Krishan Gautam, who withdrew the claimant from the premises of the management and deputed one Dinesh Kumar in his place to perform job relating to the contract, awarded to him by the management. Consequently it is established that it was Krishan Gautam, who withdrew the claimant from the premises of the management. The management had not terminated his services.

24. As detailed above there was no relationship of employer and employee between the claimant and the management. In such a situation whether the Central Government is appropriate Government to make a reference of the dispute? To adjudicate as to who is appropriate Government for making a reference of the dispute, definition of the appropriate Government contained in clause (a) of section 2 of the Industrial Disputes, Act, 1947 (in short the Act) on the date of reference is to be considered, which is extracted thus.

"(a) appropriate Government" means—

- (i) in relation to any industrial dispute concerning any industry carried on by or under the authority of the Central Government or by a railway company or concerning any such controlled industry as may be specified in this behalf by the Central Government or in relation to an industrial dispute concerning a Dock Labour Board established under section 5A of the Dock Workers (Regulation of Employment) Act, 1948 (9 of 1948), or the Industrial Finance Corporation of India Limited formed and registered under the Companies Act, 1956 (1 of 1956) or the Employees' State Insurance Corporation established under section 3 of the Employees' State Insurance Act, 1948 (34 of 1948), or the Board of Trustees constituted under section 3A of the Coal Mines Provident Fund and Miscellaneous Provisions Act, 1948 (46 of 1948), or the Central Board of Trustees and the State Boards of Trustees constituted under section 3A of the Coal Mines Provident Fund and Miscellaneous Provisions Act, 1948 (46 of 1948), or the Central Board of Trustees and the State Boards of Trustees constituted under section 5A and section 5B, respectively, of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952), or the Life Insurance Corporation of India established under section 3 of the Life Insurance Corporation Act, 1956 (31 of 1956), or the Oil and Natural Gas Corporation Limited registered under the Companies Act, 1956 (1 of 1956), or the Deposit Insurance and Credit Guarantee Corporation established under section 3 of the Deposit Insurance and Credit Guarantee Corporation Act, 1961 (47 of 1961), or the Central Warehousing Corporation established under section 3 of the Warehousing Corporations Act, 1962 (58 of 1962), or the Unit Trust of India established under section 3 of the Unit Trust of India Act, 1963 (52 of 1963), or the Food Corporation of India established under section 3, or a Board of Management established for two or more contiguous States under Section 16,

of the Food Corporations Act, 1964 (37 of 1964) or the Airports Authority of India constituted under section 3 of the Airports Authority of India Act, 1994 (55 of 1994), or a Regional Rural Bank established under section 3 of the Regional Rural Banks Act, 1976 (21 of 1976), or the Export Credit and Guarantee Corporation Limited or the Industrial Reconstruction Bank of India Limited, the National Housing Bank established under section 3 of the National Housing Bank Act, 1987 (53 of 1987) or an air transport service or a banking or an insurance company, a mine, an oil field, a Cantonment Board, or a major port, the Central Government and

- (ii) in relation to any other industrial dispute, the State Government".

25. Who shall be the appropriate Government for the present dispute? Answer has been provided in clause (a)(ii) of section 2 of the Act, which contemplates that in relation to any other industrial dispute the State Government is the appropriate Government. However, this Tribunal is not oblivious of the proposition that union territory of Delhi enjoins a special status under the Constitution. Delhi is a Union Territory having some special provisions with respect to its administration. Article 239 of the Constitution speaks that every union territory shall be administered by the President acting, to such extent as he thinks fit, through an administrator to be appointed by him with such designation as he may specify. Article 239 AA makes special provisions with respect to Delhi, detailing therein that the union territory of Delhi shall be called the National Capital Territory of Delhi; and the administrator thereof appointed in article 239 shall be designated as the Lieutenant Governor. There shall be Legislative Assembly, and provisions of articles 324 to 327 and 329 shall apply in relation to the Legislative Assembly of the National Capital Territory of Delhi as they apply in relation to a State. The Legislative Assembly shall have power to make laws for the whole or any part of the National Capital Territory with respect to the matters enumerated in the State List of the Concurrent List except the matters with respect to entries 1, 2 and 18 of the State List and entries 64, 65 and 66 of that list, in so far as they relate to the said entries 1, 2 and 18. The Council of Ministers shall be headed by the Chief Minister to aid and advise the Lt. Governor in exercise of his functions in relation to the matters with respect to which the Legislative Assembly has power to make laws. In case of difference of opinion between Lt. Governor and his ministers on any matter the Lt. Governor shall refer it to the President for decision and act according to the decision given thereon by the President and pending such decision the Lt. Governor is competent to take action in urgent matters. The Chief Minister shall be appointed by the President and Ministers

shall be appointed by the President on the advise of the Chief Minister. Therefore, it is evident that though a Legislative Assembly is there in National Capital Territory of Delhi, yet it is a union territory administered by the President through the Administrator appointed by him. In case of difference of opinion between the Administrator and the Ministers, it is the decision of the President that prevails. Consequently the State Government merges with the Centre when Lt. Governor administer the Union Territory or in case of difference of opinion the President decides the issue.

26. State Government has been defined in clause (60) of Section 3 of the General Clauses Act, 1897, in respect of anything done or to be done after commencement of the Constitution (7th Amendment) Act, 1956 in a case of State, the Governor and in a Union Territory, the Central Government. Therefore, it is evident that for a Union Territory, no distinction has been made between the State and the Central Government. The President administers the Union Territory, through an Administrator appointed by him. In case of National Capital Territory of Delhi, it is being administered by the President though the Lieutenant Governor. Though there is a Legislative Assembly and Council of Ministers, yet in case of difference of opinion between the Lieutenant Governor and Council of Ministers, the decision of the President shall prevail, which fact make it clear that for the purpose of administration of the union territory, the Central and the State Government merges over certain matter.

27. High Court of Delhi was confronted with such a proposition in M.K.Jain (1981 Lab. I.C.62) wherein it was laid as follows:

"The award was sought to be voided, inter alia, on the ground that by virtue of the constitution and composition of the Corporation, Central Government was the only authority competent to make a reference of the dispute to the Industrial Court and that the reference by the Lieutenant Governor of Delhi was, therefore, in excess of powers. Even otherwise no exception could be taken to the order of reference, even if it be assumed that Central Government was the appropriate Government in as much as the distinction between the Central and the State Government in relation to the Union Territory in our constitutional framework is rendered illusory, Union Territory is administered by the President of India under Article 239 of the Constitution of India, acting to such extent as he thinks fit. Therefore the Administrator, to be appointed by him, in the case of Union territory, there is an amalgamation of the constitutional classification of legislative and executive powers between the Centre and the States. According to section 3(60) of the General Clauses Act, the "Central Government" in relation to the administration of Union Territory means the Administrator acting within the scope of authority given to him under

article 239 of the Constitution of India and in terms of section 3(60) of the General Clauses Act, "State Government" as respects anything done or to be done in the Union Territory means the Central Government. In the case of Union Territory, therefore, the Central and State Governments merge and it is immaterial whether an order of reference is made by one or the other. This contention must, therefore, fail".

28. Again in Mahavir [97 (2002) DLT 922] the High Court was confronted with the same proposition. Relying the precedent in M.K.Jain (supra) with profit it was ruled that reference made by the Government of NCT of Delhi was not bad despite the fact that appropriate Government was the Central Government. Difference of State Government and Central Government goes to the brink of abolition when State Government has been defined as the Central Government by clause (60) of section 3 of the General Clauses Act and Delhi is being administered by the President through the Administrator appointed by him. Therefore, the aforesaid precedents make it clear that a status of union territory of Delhi can be termed as Central Government in certain matters.

29. Whether the Central Government can be termed as State Government for any purpose? Article 53 of the Constitution provides that the executive power of the Union shall vest in the President and shall be exercised by him either directly or through officers subordinate to him in accordance with the Constitution. Article 73 defines extent of executive power of the Centre, that is, on matters which shall be controlled and administered by the Central executive. It has been detailed therein that the executive power of the union shall extend - (a) to the matters with respect to which Parliament has power to make laws and (b) to the exercise of such rights, authority and jurisdiction as are exercisable by the Government of India by virtue of any treaty or agreement. The extent of the State's executive power is set out in Article 161 of the Constitution. Administrative relations between the union and the states is to be dealt in accordance with the provisions of Articles 256, 257, 258, 258A, 260 and 261 of the Constitution. Articles 258A was added by 7th Amendment Act, 1956 to make a matching provision to clause (1) of Article 258 of the Constitution. While exercising powers contained in clause (1) of Article 258, the President is empowered to entrust union functions to a State Government or its officers. There was no provisions enabling the Governor of a State to entrust state functions to the Central Government or its officers. The lacuna was found to be of practicable difficulty and provisions of Article 258 A were inserted in the Constitution. Thus it is evident that arena of union executive powers and the state executive powers are well defined.

30. Clause (8) of section 3 of the General Clauses Act defines the Central Government in relation to

administration of Union Territory, the Administrator thereof acting within the scope of authority given to him under Article 239 of the Constitution. Therefore, it is evident that Administrator of Government of N.C.T. Delhi has been defined to mean as Central Government to administer the Union Territory of Delhi. Hence for the limited purposes, provided in the Constitution, executive functions of the Central Government can be entrusted to Government of a State or its Officers. The Central Government would not be termed as the State Government, when those functions are being executed by the State Government or its officers. So executive power of the Union can be exercised, in certain matters by the State Government or its officers but in that situation too the Central Government would not be termed as the State Government. The special provisions referred above would not make the reference, made by the Central Government as the reference made by Government of N.C.T. of Delhi.

31. There is other facet of the coin. This Tribunal was constituted vide notification No.A-11020/33/75-CLT dated 30-9-76. It was provided in the notification that the Tribunal has been constituted under the powers provided in sub-section (1) of sub section (2) of Section 7 -A of the Act, with its head quarter at New Delhi. Another notification was issued on that very date empowering the Tribunal to adjudicate applications moved in sub-section (2) of section 33-C of the Act, in relation to the workman employed in any 'industry' in the Union Territory of Delhi, in respect of which the Central Government is the appropriate Government. Therefore, the Tribunal has been empowered to adjudicate industrial disputes, in respect of which Central Government is the appropriate Government. As pointed out above, the appropriate Government in this case is the State Government. Under these circumstances this Tribunal cannot entertain the present dispute for adjudication, in respect of which appropriate Government is the State Government.

32. Since this Tribunal cannot invoke its jurisdiction to adjudicate the reference, hence the Tribunal refrains its hands from entering into other questions of merit. The Central Government was not competent to make a reference of this dispute to this Tribunal. The parties should seek redressal at the appropriate forum. With these observations an award is passed. It be sent to the appropriate Government for publication.

Dr. R.K.Yadav, Presiding Officer

नई दिल्ली, 10 मार्च, 2011

का.आ. 913.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सहारा एयरलाइंस लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चेन्नई के पंचाट

(संदर्भ संख्या 63/2009) को प्रकाशित करता है जो कानूनी रूप से 10-3-2011 को प्राप्त हुआ था।

[सं. रु. 11013/31/2009-आर. नं. 1013/31/2009
डी.एस. एस. इन्स्टी.लू. नं. 1013/31/2009]

New Delhi, the 10th March, 2011.

S.O. 913.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 63/2009) of the Central Government Industrial Tribunal, Chennai Labour Court, Chennai as shown in the Annexure to the Industrial Dispute between the employers in relation to the management of Sahara Airlines Limited and their workmen which was received by the Central Government on 10-3-2011.

[No. L-11013/31/2009-IR-1013/31/2009]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Monday, the 28th February, 2011

Present : A.N. JANARDANAN, Presiding Officer

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947(14 of 1947), between the Management of M/s Sahara Airlines Ltd. and their Workmen)

BETWEEN

Sri P.V. Dayalu : I Party/Petitioner

Vs.

1. M/s Sahara Airlines Limited : 2nd Respondent
L-70/329, Mahipalpur Extension, New Delhi-110037 1st Party

2. M/s Sahara India Commercial Corp. Ltd. : 2nd Respondent
Sahara India Centre, 8th floor
No. 2, Kapoorthala Complex
Aliganj, Lucknow-226024 2nd Party

3. M/s Jet Airways Ltd. : 2nd Respondent
S.M. Centre, Andheri-Kurla Road, Andheri East Mumbai-400059 3rd Party

APPEARANCE:

For the Petitioner : Sri K. Sudalai Kannan
L. Kalai eswaran

For the 2nd Respondent/ 1st Party : M/s Gupta & Ravi

For the 2nd Respondent/ 2nd Party : M/s V. Devraj, Auth. Representative

For the 2nd Respondent/ 3rd Party : M/s Gupta & Ravi

AWARD

The Central Government, Ministry of Labour vide its Order No. L-11012/31/2009-IR(CM-I) dated 19-6-2009 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

"Whether the demand of Sri P. V. Dayalu for his absorption in Jet Lite by the Management of Jet Airways with reference to the Share Purchase Agreement of dated 1-4-2007 entered by the Management of Jet Airways (India) Ltd. Sahara India Commercial Corporation Ltd. and others and Sahara Airlines Ltd. is justified and legal? (ii) to what relief is the workman concerned entitled?"

2. After the receipt of Industrial Dispute, this Tribunal has numbered it as ID 63/2009 and issued notices to both sides. Both sides entered appearance, petitioner in person, 1st and 3rd Respondents through Advocates and 2nd Respondent through Authorized Representative. The petitioner filed Claim Statement. No Counter Statement has been filed by any of the Respondents.

3. Short recitals of facts in the Claim Statement are as follows :

The petitioner appointed as Security Assistant on 1-9-1996 with last drawn salary of Rs. 10,700/- later promoted as Security officer on 11-6-2005 by the First Respondent later by a Bipartite Agreement dated 18-1-2006 amended on 1-4-2007 between Jet Airways (India) Ltd., Sahara India Commercial Corporation Ltd. and (iii) Sahara Airlines Ltd. continued employment of Pilots, Engineers, etc. keeping out petitioner for no reason. On 1-9-2007 Sahara Airlines purported to transfer petitioner to Sahara India Commercial Corporation Ltd. (SICC) who in turn deputed him to Jet Airways. On 1-6-2007 he was transferred to Rajnandgaon, Chhattisgarh, through objected wherein he joined but due to personal problems he came back and the ID is raised. The petitioner is entitled to be absorbed in Jet Airways without being discriminated under Share Purchase Agreement dated 18-1-2006. Permission under Section-25(N) of the ID Act had not been obtained. Petitioner would at least be entitled to 3 months salary in lieu of notice and retrenchment compensation. He was never employed by SICC created to defeat his rights and his deputation is a camouflage. Termination could amount to retrenchment. Demand for his absorption in Jetlite with all benefits is prayed for.

4. Points for consideration are :

(i) Whether the demand for the absorption of the petitioner in Jet Lite by Jet Airways (India) is justified and legal?

(ii) To what relief the concerned workman is entitled?

Points No. 1 & 2

4. When the ID stood posted today for further proceeding the petitioner appeared in person and filed a petition supported by Affidavit, both signed by him praying for withdrawing the dispute. It is averred that the dispute has been settled with the Management and that he already submitted his resignation alongwith PF Withdrawal Forms and that after collecting full and final payment of dues he forgoes his right of reinstatement. In view of the above embodies terms of the settlement the ID is sought to be withdrawn and an award is to be passed.

5. On a consideration of the request of the petitioner supported by the written application and affidavit sworn to in support thereof, approved by the Respondent by endorsing no objection, that the dispute has been settled between the parties in consideration of the full and final payment of dues thereof to be made by him and on foregoing the right of reinstatement, he be permitted to withdraw the dispute in the wake of the repeated appeal of this Tribunal before the parties to have the dispute amicably settled and petitioner having effected out of court settlement of the dispute in terms thereof as was originally claimed the prayer is only to be accorded.

6. Accordingly the petitioner is permitted to withdraw the dispute. In view of the fact that withdrawal is in lieu of agreed monetary compensation to be fulfilled thereof and his claim for absorption being given up no question further survives as to the demand for the absorption as being whether legal and justified.

7. The reference is answered accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 28th February, 2011)

A. N. JANARDANAN, Presiding Officer

Witnesses Examined:

For the 1st Party/Petitioner	:	None
For the II Party/Petitioner	:	None

Documents Marked :-

On the petitioner's side

Ex.No.	Date	Description
		Nil

On the management's side

Ex.No.	Date	Description
		Nil

नई दिल्ली, 10 मार्च, 2011

का.आ. 914.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सहाय प्रयोगलाइन्स लिमिटेड के प्रबंधतंत्र के संबंध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चैन्नई के पंचाट (संदर्भ संख्या 65/2009) को प्रकाशित करती है जो केन्द्रीय सरकार को 10-3-2011 प्राप्त हुआ था।

[सं. एल-11012/33/2009-आई आर (सी-1)]

डी.एस.एस.श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 10th March, 2011

S.O. 914.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 65/2009) of the Central Government Industrial Tribunal-Cum-Labour Court, Chennai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Sahara Airlines Limited and their workman, which was received by the Central Government on 10-3-2011.

[No. L-11012/33/2009-IR(C-I)]

D.S.S. SRINIVASA RAO, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR-COURT, CHENNAI

Monday, the 28th February, 2011

Present : A.N. JANARDANAN, Presiding Officer

Industrial Dispute No. 65/2009

(In the matter of the dispute for adjudication under clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of M/s Sahara Airlines Ltd., and their Workman)

BETWEEN

Sri M. Vijaykumar	:	1st Party/Petitioner
Vs.		
1. M/s. Sahara Airlines Limited 1-70/329, Mahipalpur Extension, New Delhi-110037	:	2nd Respondent/ 1st Party.
2. M/s. Sahara India Commercial Corpn. Ltd., Sahara India Centre, 8th Floor No. 2, Kapoorthala Complex, Aliganj, Lucknow-226024	:	2nd Respondent/ 2nd Party

3. M/s. Jet Airways Ltd., SM Centre, Andheri-Kurla Road Andheri East, Mumbai-400059.	:	2nd Respondent 3rd Party
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APPEARANCE :

For the Petitioner	:	Sri K. Sudalai Kannu L. Kalai eswaran
For the 2nd Repondent/ 1st Party	:	M/s. Gupta & Ravi
For the 2nd Respondent/ 2nd Party	:	M/s. V. Devraj, Auth. Representative
For the 2nd Respondent/ 3rd Party	:	M/s. Gupta & Ravi

AWARD

The Central Government, Ministry of Labour vide its Order No. L-11012/33/2009-IR(CM-1) dated 19-6-2009 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

“Whether the demand of Sri M. Vijaykumar for his absorption in Jet Lite by the Management of Jet Airways with reference to the Share Purchase Agreement of dated 01-4-2007 entered by the Management of Jet Airways (India) Ltd., Sahara India Commercial Corporation Ltd., and others and Sahara Airlines Ltd., is justified and legal ? (ii) To what relief is the workman concerned entitled ??”

2. After the receipt of Industrial Dispute, this Tribunal has numbered it as ID 65/2009 and issued notices to both sides. Both sides entered appearance, petitioner in person, 1st and 3rd Respondents through Advocates and 2nd Respondent through Authorized Representative. The petitioner filed Claim Statement. No Counter Statement has been filed by any of the Respondents.

3. Short recitals of facts in the Claim Statement are as follows :

The petitioner appointed as Security Guard on 1-9-1996 with last drawn salary of Rs. 9,994/- and promoted on 11-6-2005 as Security Sup. by the First Respondent later by a Bipartite Agreement dated 18-1-2006 amended on 1-4-2007 between (i) Jet Airways (India) Ltd. (ii) Sahara India Commercial Corporation Ltd. and (iii) Sahara Airlines Ltd. continued employment of Pilots, Engineers, etc. keeping out petitioner for no reason. On 20-4-2007 Sahara Airlines purported to transfer petitioner to Sahara India Commercial Corporation Ltd. (SICC) who in turn deputed him to Jet Airways. On 1-6-2007 he was transferred to Lucknow, though objected wherein he joined but due to personal problems he came back and

the ID is raised. The petitioner is entitled to be absorbed in Jet Airways without being discriminated under Share Purchase Agreement dated 18-1-2006. Permission under Section-25(N) of the ID Act had not been obtained. Petitioner would at least be entitled to 3 months salary in lieu of notice and retrenchment compensation. He was never employed by SICC created to defeat his rights and his deputation is a camouflage. Termination could amount to retrenchment. Demand for his absorption in Jetlite with all benefits is prayed for.

4. Points for consideration are :

- Whether the demand for the absorption of the petitioner in Jet Lite by Jet Airways (India) is justified and legal
- To what relief the concerned workman is entitled ?

Points No. 1 & 2

5. When the ID stood posted today for further proceeding the petitioner appeared in person and filed a petition supported by Affidavit, both signed by him praying for withdrawing the dispute. It is averred that the dispute has been settled with the Management and that he already submitted his resignation along with PF Withdrawal Forms and that after collecting full and final payment of dues he forgoes his right of reinstatement. In view of the above embodied terms of the settlement the ID is sought to be withdrawn and an award is to be passed.

6. On a consideration of the request of the petitioner supported by the written application and affidavit sworn to in support thereof, approved by the Respondent by endorsing no objection, that the dispute has been settled between the parties in consideration of the full and final payment of dues thereof to be made by him and on foregoing the right of reinstatement, he be permitted to withdraw the dispute in the wake of the repeated appeal of this Tribunal before the parties to have the dispute amicably settled and the petitioner having effected out of court settlement of the dispute in terms thereof as was originally claimed the prayer is only to be acceded.

7. Accordingly the petitioner is permitted to withdraw the dispute. In view of the fact that the withdrawal is in lieu of agreed monetary compensation to be fulfilled thereof and his claim for absorption being given up on question further survives as to the demand for the absorption as being whether legal and justified.

8. The reference is answered accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 28th February, 2011)

A. N. JANARDANAN, Presiding Officer

Witnesses Examined :—

For the I Party/Petitioner	:	None
For the II Party/Petitioner	:	None

Documents marked :

On the Petitioner's side

Ex. No.	Date	Description
	Nil	

On the Management's side

Ex. No.	Date	Description
	Nil	

नई दिल्ली, 10 मार्च, 2011

का.आ. 915.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सी. सी. एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकरण/श्रम न्यायालय, धनबाद के पंचाट (संदर्भ संख्या 50/2010) को प्रकाशित करती है जो केन्द्रीय सरकार को 10-3-2011 प्राप्त हुआ था।

[सं. एल-20012/170/2005-आई आर (सी-1)]

डी.एस.एस.श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 10th March, 2011

S.O. 915.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 50/2010) of the Central Government Industrial Tribunal-Cum-Labour Court, Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of C.C.L. and their workman, which was received by the Central Government on 10-3-2011.

[No. L-20012/170/2005-IR(C-I)]

D.S.S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL No. I, DHANBAD

In the matter of a reference u/s. 10(1) (d) (2A) of I.D. Act.

Reference No. 50 of 2010

PARTIES : Employers in relation to the management of C.C.W.D. Area, Kathara of M/s. C.C. Ltd.

AND

Their workmen

PRESENT : Shri H.M. Singh, Presiding Officer.

APPEARANCES:

For the Employers : Shri D.K. Verma,
Advocate.

For the Workmen : Shri D. Mukherjee,
Advocate.

State : Jharkhand Industry : Coal.

Dated, the 25th February, 2011

AWARD

By Order No. L-20012/170/2005-I.R.(C-I) dated 27-4-2006 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to the Central Government Industrial Tribunal No. 2, Dhanbad.

"Whether the demand of Rashtriya Washery Mazdoor Sangh from the management of C.C.W.D. Area, Kathara of M/s. C.C.Ltd. that 128 workmen (as per list including 80 workmen of Swang Washery and 48 workmen of Kathara Washery) be regularised in the service of M/s. Central Coalfield Ltd. is justified ? If so, to what relief are the workmen entitled and from what date ?"

2. As per order of Hon'ble Jharkhand High Court in Writ Petition No. 1105 of 2010 dated 13-8-2010 the above reference case has been transferred from Central Govt. Industrial Tribunal No. 2 to Central Govt. Industrial Tribunal No. I at Dhanbad.

3. The case of the concerned workmen is that S/ Sri Basudeo Ram and other concerned workmen whose names appearing in the order of reference have been working in Swang Washery (SO) and Kathara Washery (48) in permanent nature of jobs against permanent vacancy since long under the direct control and supervision of the management. All the implements for execution of jobs are being supplied by the management. They have been rendering services and producing goods for the benefit of the management. The management have prepared paper arrangement to camouflage the real issue. Though the concerned workmen have been performing regular and permanent nature of job still then the management denying employer-employee relationship to exploit the poor workmen. Disbursement of arbitrary wage in the name of different intermediaries is nothing but legal camouflage. Swang Washery and Kathara Washery are the large coal washery plants and both are under the administrative control of General Manager, C.C.W.D. and as well as under the ownership of C.C.Ltd. The main function of the washeries are to wash coal and to sell the washed coal to different customers. During the course of operation of washery large volume of washed coal is liquid form flow out of the plant which are collected at different ponds/points and are used as

commercial product and sold to the parties. For collecting and removing slurry from different ponds/points large number of permanent workmen are required as the flow of slurry is continuous process and flow of slurry will be there till the existence of washery. For doing the aforesaid jobs the concerned workmen were engaged along with other workmen in the year 1988 and since then they have been working regularly. The slurry is coal. The concerned workman and the union represented before the management several times for their regularisation and payment of wages as per NCWA but without any effect. Thereafter an industrial dispute was raised before A.I.C.C. Hazaribagh, which ended in failure, resulting to the present dispute.

The demand of the concerned workman for their regularisation is legal and justified.

It has been prayed that this Hon'ble Tribunal be pleased to answer the reference in favour of the workman by directing the management to regularise all the concerned workman with retrospective effect with all arrears of wages and consequential benefits.

4. The case of the management is that no employee-employee relationship exists between the management & Swang Washery and Kathara Washery and the persons concerned. Neither the management Kathara Washery nor the management of Swang Washery ever engaged the persons concerned in any kind of job. The demand for employment cannot be turned as industrial dispute within the meaning of sec. 2(k) or 25(k) of the I.D. Act, 1947. The sponsoring union enrolled the name of job seekers and raised the present industrial dispute to get employment in public sector undertaking through litigation. Swang Washery and Kathara Washery are very small coal washing plants and few number of workmen are engaged in both the plants for running the plants and very less amount of slurry goes out of the washery campus through drain which contains waste materials. The washery is enclosed by wall. The washery is engaged in washery raw coal and to benefit at the same and produce clean coal suitable for use in the steel plant. In this process some fluid with fine particles of sand and other coal rejects etc. flow out of the washery and the management never engage the persons concerned for removal of slurry. The volume of slurry drain through the boundary wall of washery are negligible in quantity.

It has been prayed that the Hon'ble Tribunal be pleased to hold that the demand of the union is neither legal nor justified and the concerned workman are not entitled to get any relief.

5. Both the parties have filed their respective rejoinders admitting and denying the contents of some of the paragraphs of each other's written statement.

6. The management has produced MW-1, Chandra Kant Tiwary, who has proved Exts. M-1 series and Ext. M-2 series.

The concerned workmen produced MW-1, Badrinath Prajapati and WW-2, Shailesh Dutta Pandey.

7. Main argument advanced on behalf of the concerned workman is that they with other 79 workmen are working since 1988 in Swang and Kathara Washery and they are working in permanent and prohibited category of job because the function of Swang Washery is to wash coal for its use to different Steel Plant and other industries. The slurry is a fine coal and it is a good quality of coal. Bleeding of slurry will go on still the running of the washery. Flowing of slurry is a continuous process and removal of slurry is also a continuous process. They are working as slurry cleaning mazdoor at Swang Washery since long under the direct control and supervision of the management. They are not getting wages as per NCWA. It has been argued that the contractor neither possessing any licence nor the management possessing any registration certificate under Contract Labour (Regulation & Abolition) Act. Some other slurry removal workers of different washeries of M/s. CCL and M/s. BCCL have been regularised as per award of the Central Govt. Industrial Tribunal No. 1 and No. 2.

8. The management's representative argued that there is no slurry removal workers and no work is taken from the concerned persons and neither the management of Kathara Washery nor the management of Swang Washery ever engaged the concerned workmen in any kind of job. Swang Washery and Kathara Washery are very small coal washing plants and few number of workmen are engaged in both the plants for running the plants. The management never engaged the workmen concerned for removal of slurry.

In this respect WW-1 stated in cross-examination at page 2 that I cannot say the meaning of para 20 of my affidavit. There is no contractor which is mentioned in para 11. I have got no gate pass. We have got no pay slip. No contractor is getting our job. I do not know M/s. Amrit Singh. I never met him. The original of photocopy which have been filed by me is with me.

WW-2, Shailesh Dutta Pandey, stated in his cross-examination that I have got no Gate Pass to work in the washery. None of the workmen got their Gate Pass. Distance between Kathara to Swang is for about 4 k.m. I do not know who is M/s. Amrit Singh. I cannot recognise S.D. Pandey. I have never worked under any contractor. We have got no paper from the management to work. We have got no pay slip from the management regarding payment. It shows that they have not worked with the management because if any work is taken from the workmen by the management they have been given gate

pass and if they have worked through any contractor they have mentioned the name of that contractor. So, it shows that neither they have worked themselves with the management nor through the contractor.

9. In this respect on behalf of the concerned workmen referred AIR 1940 Patna 633 in which Hon'ble High Court, Patna laid down that witness not cross-examined, his evidence must be accepted. Another law referred on behalf of the concerned workmen is 2005 (35) FLR 1067 in which Hon'ble Supreme Court laid down that pleadings are no substitute for proof. Another law referred on behalf of the workman is 2001 LLR 961 in which Hon'ble Supreme Court laid down that the impugned notification dated 9-12-1976 apart from being an omnibus notification does not reveal compliance of sub-section (2) of Section 10 of the Act. This is ex-facie contrary to the postulates of Section 10 of the Act. Besides, it also exhibits non-application of mind by the Central Government. Thus, the said impugned notification dated December 9, 1976 issued by the Central Government cannot be sustained. The Hon'ble Court further held that while over-ruling the judgement of this Court in Air India's case prospectively it is declared that any direction issued by any industrial adjudication/any court including High Court for absorption of contract labour following the judgement in Air India's case shall hold good and that the same shall not be set aside, altered or modified on the basis of this judgement in uses where such a direction has been given effect to and it has become final. Another law referred on behalf of the workmen is LLR 1994 page 634 in which Hon'ble Supreme Court laid down that whether the engagement and employment of labourers through a contractor is mere camouflage and smile screen is a question of fact. The Hon'ble Court further held—

“Whether the contract labourers have become the employees of the principal employer in course of time and whether the engagement and employment of labourers through a contractor is a mere camouflage and a smoke screen as has been urged in this case, is a question of fact and has to be established by the contract labourers on the basis of the requisite material. It is not possible High Court or this Court, while exercising writ jurisdiction or jurisdiction under Article 136 to decide such questions, only on the basis of the affidavits. It need not to be pointed out that in all such cases, the labourers are initially employed and engaged by the contractors. As such at what point of time a direct link is established between the contract labourers and the principal employer, eliminating the contractor from the scene, is a matter which has to be established on material produced before the Court. Normally, the Labour Court and the Industrial Tribunal under the Industrial Disputes Act are the competent force to adjudicate such disputes on the

basis of the oral and documentary evidence produced before them."

On behalf of the concerned workmen other laws referred are—1962(I) LLJ 131; SCLJ (6) 3867; 1964(II) LLJ 633; F.L.R. 1990 (60) 20; 1987 Lab. I.C. 619; 2002 (2) LLN. 368; 2001(I) LLN 923; 2003(99) FLR 5; 2003(98) FLR 8, and 2003(98) FLR 826.

The workmen have referred Reference No. 58/92 decided by this Tribunal on 3-10-1996 which has been confirmed in CWJC 199/97 by the Hon'ble High Court. Also referred 1998(I) S.L.J. page 138 (Patna) and also referred 2008 AIR SCW 3996 in which Hon'ble Supreme Court laid down—"Regularisation of service—Contractual workers—Disentitlement from claiming regularisation—Not inflexible rule—Workers appointed by ONGC initially through contractor—Claim for regularisation—Reference to Tribunal—Finding of fact by Tribunal that workmen were employees of ONGC and not contract employees—being employees of ONGC workmen would be entitled to all benefits available in that capacity, and issue of regularization would pale into insignificance."

The Hon'ble Court further laid down—"Industrial Disputes Act, 1947, S.10—Reference—Scope—Pleadings of parties and evidence produced—Relevant for determining real scope of dispute—Wording of reference showing that dispute was as to regularisation of service of contractual workers—Pleadings however showing that core issue before Tribunal was with regard to status of workers as employees of the principal employer—Award of Tribunal Holding workers to be employees of principal employer and granting relief of regularisation—Not outside to jurisdiction."

10. The management referred 2006 Supreme Court Cases (L&S) 753 (State of Karnataka Vs. Uma Devi & others) in which the Hon'ble Supreme Court laid down—

"Constitution of India—Arts. 32, 136, 141, 142 & 226 and 16, 14 & 309 and 38 & 39(a)—Public employment—Absorption, regularisation, or permanent continuance of temporary, contractual, casual daily-wage or ad hoc employees appointed/recruited and continued for long in public employment dehors the constitutional scheme of public employment—Issuance of directions for, and for stay of regular recruitment process for the posts concerned—Impermissibility of—Need for addressing concerns of equality for all, and not of just the few before the court, by upholding of constitutional scheme of public employment, whose hallmark is equality of opportunity—Held, Supreme Court and High Courts should not issue such directions unless the recruitment itself was made regularly and in terms of the constitutional scheme—Reasons for, discussed extensively—Financial/economic impact of such directions, as a factor—The Wide powers under Art. 226 are not intended to be used for issuance of

such directions, certain to defeat the concept of equality, justice, equal opportunity for all and the constitutional scheme of public employment—Supreme Court is bound to insist on the State making regular recruitments of appointments and not to encourage or shut its eyes to the persistant transgression of the rules of regular recruitment—It is erroneous for Supreme Court in this case to consider equity for the handful of people who had approached the court with a claim whilst ignoring equity for the teeming millions seeking employment and equal opportunity for competing for employment—Further, courts must be careful in ensuring that they do not interfere unduly with the economic/financial arrangement of the affairs of the State or its instrumentalities—Phenomenon of 'litigious employment' which had arisen due to issuance of such directions by High Courts, and even Supreme Court, highlighted—Held, merely because an employee had continued under cover of an order of the court under 'litigious employment' or had been continued beyond the term of his appointment by the State or its instrumentalities, he would not be entitled to any right to be absorbed and made permanent in service, merely on the strength of such continuance, if the original appointment was not regular, following a due process of selection as envisaged by the relevant rules—It is further not open to the court to prevent regular recruitment at the instance of such employees—Unsustainability of claim to permanence on basis of such continuance in irregular or illegal public employment discussed in detail—Held, decision of the Supreme Court running counter to or containing directions counter to these principles will stand denuded of their statutory precedents—Union and State Governments and their instrumentalities directed to set in motion the process of regular recruitment in cases where temporary or daily wages were employed against vacant sanctioned posts within six months of the date of this judgement—Further, cases of irregular appointments (not illegal appointments) of duly qualified persons in duty sanctioned vacant posts, who had continued to work for ten years or more, without the intervention of orders of courts or tribunals, may have to be considered for regularisation on merits in light of the principles laid down in this case, as a one-time measure, within six months of the date of this judgement.

Constitution of India—Arts. 142, 32 & 136 and parts III and IV—Rule of Supreme Courts—Individualising justice to suit a given situation—Scope for Assumption of reparties before the court being representative of the cause—Propriety—Need for balancing of rights of many numerous not before the court as against the few who are before the court—Held, We have given upto ourselves a system of governance by rule of law—The rule of law in Supreme Court is to render justice according to law and is expected to decide questions of law for the country, and not to decide individual cases without reference to the principles of law—in the name of individualising justice or

is not possible for the Supreme Court to shut its eyes to the constitutional scheme and the rights of the numerous as against the few who are before the court—Directive principle of State policy have also to be reconciled with the rights available to the citizen under Part III and the obligation of the State to one and all and not to a particular group of citizens—Practice and procedure—Rule of law—Meaning of—Implications of a system of governance by rule of law, for Apex Court of the land.”

Uma Devi's case is still binding on all courts. By Pooran Chandra Pandey case the judgement of Uma Devi which has been decided by Constitution Bench cannot be ignored and Uma Devi case is binding. Another law referred by the management is (2009) I Supreme Court Cases (L&S) 943 in which Hon'ble Supreme Court held by virtue of Art. 141, the judgement of Constitution Bench in Uma Devi case is binding on all courts including the Supreme Court till the same is overruled by a larger Bench—The attempt in dilute the rulings in Uma Devi by the suggestion in Pooran Chandra Pandey case that Uma Devi case cannot be applied to a case where regularisation has been sought for in pursuance of Art. 14, held, is obiter and the two-Judge Bench in Pooran Chandra Pandey case had no occasion to make any adverse comment on the binding character of the Constitution Bench judgement in Uma Devi case—The said comments and observation made in Pooran Chandra Pandey case should be read as obiter and should neither be treated as binding by the High Courts, tribunals and other judicial forums nor should they be relied upon or made the basis for bypassing the principles laid down in Uma Devi case—Absorption—Regularisation.

Constitution of India—Arts. 141 and 124(6), 219 and 144—Binding effect of judgments of Supreme Court—Judicial discipline—Cardinal importance of strongly emphasised—Total commitment to constitutional ideals by those who take oath to uphold it—High Courts or smaller Benches of Supreme Court ignoring or bypassing ratio of larger Benches of Supreme Court including Constitution Benches—Impermissibility—Need to adhere to basics of judicial discipline, strongly emphasised—Need for predictability and certainty in the law—Impact of disrespect to constitutional ethos and breach of judicial discipline, spelled out—Held, discipline is a sine qua non for effective and efficient functioning of the judicial system. If the courts command others to act in accordance with the provisions of the Constitution and the rule of law, it is not possible to countenance violation of the constitutional principle by those who are required to lay down the law—Judiciary—Judicial discipline—Cardinal importance of—Precedents—Stare decisis—Retionale for doctrine of, explained.

High Courts—Precedents—Binding effect of rulings of coordinate/larger Benches of High Courts, reiterated.

Constitution of India—Arts. 16 & 14 and 32, 226 & 136—Public employment—Power of employer—Judicial

review—Scope of—Though decision of employer to create or abolish posts or cadres or to prescribe source or mode of recruitment, etc. is not immune from judicial review, held, power of judicial review can be exercised in such matters only if it is shown that the action of the employer is contrary to any constitutional or statutory provision or is patently arbitrary or is vitiated by mala fides—Abolition/Reduction of posts.”

10. Considering the above facts and circumstances it shows that the concerned workmen have not been able to prove that they have worked themselves with the management or through contractor, no gate pass, no pay slips have been filed, no relevant document has been filed to show that they have worked with the management so that they should be regularised.

Considering the latest law laid down by the Hon'ble Supreme Court reported in (2009) I Supreme Court Cases (L&S) 943 held that Uma Devi decision which is still binding effect on all courts in which Hon'ble Supreme Court Constitution Bench laid down that court cannot direct for regularisation, appointment or absorption in public sector undertaking because such order is against the Art. 14 of the Constitution of India.

In view of the above facts and circumstances and law laid down by Hon'ble Supreme Court, I come to the conclusion that the demand of the union for regularisation of the concerned workmen in the services of M/s.CCL is not justified.

11. Accordingly, I render the following award—

The demand of Rashtriya Washery Mazdoor Sangh from the management of C.C.W.D. Area, Kathara of M/s. C.C. Ltd. that 128 workmen, the names mentioned in the order of reference including 80 workmen of Swang Washery and 48 workmen of Kathara Washery, be regularised in the service of M/s. Central Coalfield Ltd. is not justified. So, the concerned workmen are not entitled to get any relief.

H. M. SINGH, Presiding Officer

नई दिल्ली, 10 मार्च, 2011

का.आ. 916.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार लुकतांशा कार्गो के प्रबंधनतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/अम न्यायालय, मुम्बई-न.-। के पंचाट (संदर्भ संख्या 01/17/2003) को प्रकाशित करती है जो केन्द्रीय सरकार को 10/03/2011 प्राप्त को हुआ था।

[सं. एल-11012/57/2001-आई आर (सी-1)]

डॉ. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 10th March, 2011

S.O. 916.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 01/17/2007) of the Central Government Industrial Tribunal-cum-Labour Court-I, Mumbai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Lufthansa Cargo and their workman, which was received by the Central Government on 10-03-2011.

[No. L-11012/57/2001-IR(C-I)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. I, MUMBAI

**Justice G. S. Sarraf,
Presiding Officer**

Reference No. CGIT-1/17 of 2003

Parties : Employers in relation to the management of Lufthansa Cargo.

AND

Mukesh Kumar Karotia

Appearances :

For the Management : Ms. Monica Parekh,
Advocate.

For the Workmen : Shri J. P. Sawant,
Advocate.

State : Maharashtra

Mumbai, the 28th February, 2011

AWARD

This is a reference made by the Central Government in exercise of its powers under clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act 1947 vide Government of India, Ministry of Labour, New Delhi Order No. L-11012/57/2001-IR(C-I), dt. 04-04-2003. The terms of reference given in the schedule are as follows :

“क्या मैंसर्स लुफ्थांसा कार्गो द्वारा कर्मकार श्री मुकेश कुमार करोटिया की सेवाएँ दिनांक 2-6-1999 से समाप्त किया जाना उचित विधिवत् एवं न्याय-संगत है ? यदि नहीं तो कर्मकार किस राहत के पात्र हैं ?”

2. According to the statement of claim submitted by the workman Mukesh Kumar Karotia he was working continuously with the first party since 1989 and he acquired the status of permanent employee on account of his completing 240 days in continuous service of the first party. The first party by oral order abruptly and arbitrarily terminated his services with effect from 2-6-1999.

The action of the first party is per se bad in law and illegal and as such it deserves to be quashed and set aside. It was mandatory on the first party to either accept the claim or give wages in lieu of notice in case of termination or retrenchment complaint before terminating the services but the first party failed to do so. In view of the action of the first party it is most just that the second party prayed for direction to the first party to reinstate him in service with all consequential benefits and pay him full service and full back wages w.e.f. 02-06-1999.

3. As per the written statement filed by the second party, Lufthansa Cargo India Pvt. Ltd. is a separate legal entity duly incorporated under the Companies Act 1956 on 09-2-1996 from Lufthansa Cargo which is a division of Lufthansa German Airlines. Lufthansa Cargo India Pvt. Ltd. is a non-entity joint company which was formed in 1996 as a joint venture with Hinduja Group (Ashok Leyland) and Lufthansa German Airlines. After learning of the non-termination status of Lufthansa Cargo India Pvt. Ltd. the second party workman chose to abandon his claim against Lufthansa Cargo India Pvt. Ltd. and is pursuing a false claim against the first party. The second party workman not having been employed by the first party there is no question of termination of services of the former by the latter to the second party, therefore, prayed for dismissal of the claim of the second party workman with compensatory costs.

4. The second party workman filed his affidavit and thereafter he was cross-examined by learned counsel for the first party whereas the first party filed affidavit of Mr. Dilipkumar Rane who was cross-examined by learned counsel for the first party workman.

5. Heard learned counsel for the first party and learned counsel for the second party workman

6. In this case the first party is Lufthansa Cargo and in the statement of claim filed by the second party workman it is alleged that the second party workman was working continuously with the first party since 1989 and he thereby acquired the status of a permanent employee of the first party. However, in affidavit the second party workman Mukesh Kumar Karotia states that he was employed as a peon by Lufthansa German Airlines w.e.f. 29-11-1989 through M/s. Welserve Enterprise and thereafter he was directly employed by M/s. Lufthansa Cargo India Pvt. Ltd. w.e.f. 1-8-1996. There is thus, a material difference in the allegation made in the statement of claim submitted by the second party workman and the affidavit submitted by him and there is absolutely nothing on record to support the claim of the second party workman that he was employed by Lufthansa German Airlines w.e.f. 29-11-1989. A certificate Ex. C and vouchers EX. D filed by the second party workman only show that he was employed by Lufthansa Cargo India Pvt. Ltd.

7. It is thus clear that there is no proof of the fact that the second party workman was ever employed by the first party and he was in continuous service of the first party. It is also clear that Lufthansa Cargo India Pvt. Ltd. is different from Lufthansa Cargo which is a division of Lufthansa German Airlines. Lufthansa Cargo India Pvt. Ltd. is a separate entity incorporated on 09-2-1996.

8. Since Lufthansa Cargo India Pvt. Ltd. is altogether a different entity from the first party Lufthansa Cargo and there is absolutely no proof of the fact that the second party workman was any time employed by the first party, therefore, in such a situation the second party workman is not entitled to any relief as against the first party.

9. An Award is passed accordingly.

JUSTICE G. S. SARRAF, Presiding Officer

नई दिल्ली, 10 मार्च, 2011

का.आ. 917.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की भाग 17 के अनुसरण में, केन्द्रीय सरकार सहारा एयरलाइंस लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चैन्सी के पंचाट (संदर्भ संख्या 48/2009) को प्रकाशित करती है जो केन्द्रीय सरकार को 10-03-2011 प्राप्त हुआ था।

[सं. एल-11012/16/2009-आई आर (सी-1)]
डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 10th March, 2011

S.O. 917.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 48/2009) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Sahara Airlines Limited and their workman, which was received by the Central Government on 10-03-2011.

[No. L-11012/16/2009-IR(C-I)]
D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL-TRIBUNAL-CUM-LABOUR COURT CHENNAI

Monday, the 28th February, 2011

Present : A. N. Janardanan
Presiding Officer

Industrial Dispute No. 48/2009

[In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10

of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of M/s. Sahara Airlines Ltd., and thier Workman.]

BETWEEN

Sri S. Mahendran : 1 Party/Petitioner
Vs.

- | | |
|---|-----------------------------|
| 1. M/s. Sahara Airlines Limited, : 2nd Respondent
L-70/329, Mahipalpur Extension, New Delhi-110037 | 1st Party |
| 2. M/s. Sahara India Commercial Corpn. Ltd.,
Sahara India Centre,
8th Floor No. 2, Kapoorthala Complex Aliganj,
Lucknow-226024 | 2nd Respondent
2nd Party |
| 3. M/s. Jet Airways Ltd.,
SM Centre, Andheri-Kurla Road, Andheri East Mumbai-400059 | 2nd Respondent
3rd Party |

APPEARANCE :

- | |
|---|
| For the Petitioner : In person |
| For the 2nd Respondent/ : M/s. Gupta & Ravi
1st Party |
| For the 2nd Respondent/ : M/s. V. Devraj, Auth.
2nd Party Representative |
| For the 2nd Respondent/ : M/s. Gupta & Ravi
3rd Party |

AWARD

The Central Government, Ministry of Labour *vide* its Order No. L-11012/16/2009 IR(CM-I), dated 19-06-2009 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

“Whether the demand of Sri S. Mahendran for his absorption in Jet Lite by the Management of Jet Airways with reference to the Share purchase Agreement of dated 01-04-2007 entered by the Management of Jet Airways (India) Ltd., Sahara India Commercial Corporation Ltd. and others and Sahara Airlines Limited is justified and legal ? (ii) To what relief is the workman concerned entitled ?”

2. After the receipt of Industrial Dispute, this Tribunal has numbered it as ID 48/2009 and issued notices to both sides. Both sides entered appearance, petitioner in person, 1st and 3rd Respondents through Advocates and 2nd Respondent through Authorized Representative. No Claim or Counter Statement filed by the respective parties.

Points for consideration are :

- (i) Whether the demand for the absorption of the petitioner in Jet Lite by Jet Airways (India) is justified and legal ?
- (ii) To what relief the concerned workman is entitled ?

Points No. 1 and 2

1. When the ID stood posted today for further proceeding the petitioner appeared in person and filed a petition supported by Affidavit, both signed by him praying for withdrawing the dispute. It is averred that the dispute has been settled with the Management and the petitioner already submitted his resignation alongwith PF Withdrawal Forms and that after collecting full and final payment of dues he is to forgo his right of reinstatement. In view of the above embodied terms of the settlement the ID is sought to be withdrawn and an award is to be passed.

2. On a consideration of the request of the petitioner supported by the written application and affidavit sworn to it, support thereof, approved by the Respondent by expressing no objection, that the dispute has been settled between the parties in consideration of the full and final payment of dues thereof to be made to him and on放弃了 the right of reinstatement, he be permitted to withdraw the dispute in the wake of the repeated appeal of the Tribunal before the parties to have the dispute amicably settled and the petitioner having effected out of court settlement of the dispute in terms thereof the prayer is liable to be accorded.

3. Accordingly the petitioner is permitted to withdraw the dispute. In view of the fact that the withdrawal is in lieu of agreed monetary compensation to be fulfilled and his claim for absorption being given up no question further survives as to the demand for the absorption as being whether legal and justified.

7. The reference is answered accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 28th February, 2011)

A. N. JANARDANAN, Presiding Officer

Witnesses Examined :—

For the I Party/Petitioner	:	None
For the II Party/Petitioner	:	None

Documents Marked :

On the Petitioner's side

Ex. No.	Date	Description
		Nil

On the Management's side

Ex.No.	Date	Description
		Nil

नई दिल्ली, 10 मार्च, 2011

का.आ. 918.—औद्योगिक विवाद अधिनियम, 1947 का 14) की धारा 17 के अनुसरण में, केंद्रीय सरकार द्वारा एयलाइंस लिमिटेड के प्रबंधतंत्र के सम्बद्ध नियंत्रजकों और कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में जुटा सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चंनई के अन्तर्गत (संख्या 66/2009) को प्रकाशित करती है जो केंद्रीय सरकार, 10-03-2011 प्राप्त हुआ: था।

[स. एल-11012/34/2009 आई अर. 2009]

डॉ. एस. एस. श्रीनिवास गव, इंज.

New Delhi, the 10th March, 2011

S.O. 918.—In pursuance of Section 17(1) of Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 66/2009) of the Central Government Industrial Tribunal cum Labour Court, Chennai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Sahara Airlines Limited and the workmen, which was received by the Central Government on 10-03-2011.

[No. L-11012/34/2009-IRC]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL CUM LABOUR
COURT CHENNAI**

Monday, the 28th February, 2011

Present : A. N. JANARDANAN, Presiding Officer

Industrial Dispute No. 66/2009

[In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) between the Management of M/s. Sahara Airlines Limited and their Workmen]

BETWEEN

Sri P. Sundharsanan	:	I Party/Petitioner
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Vs.

I. M/s. Sahara Airlines Limited : 2nd Respondent L-70/329, Mahipalpur Extension, New Delhi-110037	1st Party
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2. M/s. Sahara India Commercial Corpn. Ltd., 2nd Respondent/
Sahara India Centre,
8th floor, No. 2, Kapoorthal
Complex, Aliganj,
Lucknow-226024
2nd Party
3. M/s Jet Airways Ltd., 2nd Respondent/
SM Centre, Andheri-Kurla 3rd Party
Road, Andheri East,
Mumbai-400059

APPEARANCES :

- For the Petitioner : In person
- For the 2nd Respondent/ 1st Party : M/s. Gupta & Ravi
- For the 2nd Respondent/ Auth. 2nd Party : M/s. V. Devraj,
Representative
- For the 2nd Respondent/ 3rd Party : M/s. Gupta & Ravi

AWARD

The Central Government, Ministry of Labour vide its Order No. L-11012/34/2009-IR(CM-I) dated 19-06-2009 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

"(i) Whether the demand of Sri P. Sundarsanan of his absorption in Jet Lite by the Management of Jet Airways with reference to the Share Purchase Agreement of dated 01-04-2007 entered by the Management of Jet Airways (India) Ltd., Sahara India Commerical Corporation Ltd. and others and Sahara Airlines Ltd. is justified and legal ?

(ii) To what relief is the workman concerned entitled ?"

2. After the receipt of Industrial Dispute, this Tribunal has numbered it as ID 66/2009 and issued notices to both sides. Both sides entered appearance, petitioner in person, 1st and 3rd Respondents through Advocates and 2nd Respondent through Authorized Representative. No Claim or Counter Statement filed by the respective parties.

3. Points for consideration are :

- (i) Whether the demand for the absorption of the petitioner in Jet Lite by Jet Airways (India) is justified and legal ?
- (ii) To what relief the concerned workman is entitled ?

Points No. 1 and 2

4. When the ID stood posted today for further proceeding the petitioner appeared in person and filed a petition supported by Affidavit, both signed by him praying for withdrawing the dispute. It is averred that the dispute has been settled with the Management and that he already submitted his resignation alongwith PF Withdrawal Forms and that after collecting full and final payment of dues he is to forgo his right of reinstatement. In view of the above embodied terms of the settlement the ID is sought to be withdrawn and an award is to be passed.

5. On a consideration of the request of the petitioner supported by the written application and affidavit sworn to in support thereof, approved by the Respondent by endorsing no objection, that the dispute has been settled between the parties in consideration of the full and final payment of dues thereof to be made to him and on foregoing the right of reinstatement, he be permitted to withdraw the dispute in the wake of the repeated appeal of this Tribunal before the parties to have the dispute amicably settled and the petitioner having effected out of court settlement of the dispute in terms thereof the prayer is only to be accorded.

6. Accordingly the petitioner is permitted to withdraw the dispute. In view of the fact that the withdrawal is in lieu of agreed monetary compensation to be fulfilled and his claim for absorption being given up no question further survives as to the demand for the absorption as being whether legal and justified.

7. The reference is answered accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 28th February, 2011)

A. N. JANARDANAN, Presiding Officer

Witnesses Examined :—

- For the I Party/Petitioner : None
- For the II Party/Petitioner : None

Documents Marked :**On the Petitioner's side**

Ex. No.	Date	Description
	Nil	

On the Management's side

Ex. No.	Date	Description
	Nil	

नई दिल्ली, 10 मार्च, 2011

का.आ. 919.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सहारा एयरलाइंस लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ संख्या 51/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-3-2011 को प्राप्त हुआ था।

[सं. एल-11012/19/2009-आई आर (सी-1)]
डी. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 10th March, 2011

S. O. 919.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 51/2009) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Sahara Airlines Limited and their workmen, which was received by the Central Government on 10-3-2011.

[No. L-11012/19/2009-IR (CM-I)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Monday, the 28th February, 2011

Present : A. N. Janardanan, Presiding Officer

Industrial Dispute No. 51/2009

[In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of M/s. Sahara Airlines Ltd. and their Workman.]

BETWEEN

Sri K. Nageswarrao : 1st Party/Petitioner

Vs.

1. M/s. Sahara Airlines Limited, : 2nd Respondent/

L-70/329, Mahipalpur Extension,
New Delhi-110037

2. M/s. Sahara India Commercial Corpn. Ltd., : 2nd Respondent/
2nd Party

Sahara India Centre,
8th Floor No. 2
Kapoorthala Complex,
Aliganj,
Lucknow-226024

3. M/s. Jet Airways Ltd., : 2nd Party/Respondent
Respondent/SM Centre, : 3rd Party
Andheri-Kurla Road,
Andheri East,
Mumbai-400059

APPEARANCE:

For the Petitioner : Sri K. Sudalai Kannu L. Kalaieswaran

For the 2nd Respondent/1st Party : M/s. Gupta & Ravi

For the 2nd Respondent/2nd Party : M/s. V. Devraj, Auth. Representative

For the 2nd Respondent/3rd Party : M/s. Gupta & Ravi

AWARD

The Central Government, Ministry of Labour vide its Order No. L-11012/19/2009-IR (CM-I) dated 19-6-2009 referred the following Industrial Dispute to this Tribunal for adjudication.

The Schedule mentioned in that order is :

“Whether the demand of Sri K. Nageswarrao for his absorption in Jet Lite by the Management of Jet Airways with reference to the Share Purchase Agreement of dated 1-4-2007 entered by the Management of Jet Airways (India) Ltd., Sahara India Commercial Corporation Ltd. and others and Sahara Airlines Ltd. is justified and legal ? (ii) To what relief is the workman concerned entitled ?”

2. After the receipt of Industrial Dispute, this Tribunal has numbered it as ID 51/2009 and issued notices to both sides. Both sides entered appearance, petitioner in person, 1st and 3rd Respondents through Advocates and 2nd Respondent through Authorized Representatives. The petitioner filed Claim Statement. No Counter Statement has been filed by any of the Respondents.

3. Short recitals of facts in the Claim Statement are as follows :

The petitioner appointed as Security Guard on 1-9-1996 with last drawn salary of Rs. 7,963 by the First

Respondent, later by a Bipartite Agreement dated 18-1-2006 amended on 1-4-2007 between (i) Jet Airways (India) Ltd. (ii) Sahara India Commercial Corporation Ltd. and (iii) Sahara Airlines Ltd. continued employment of Pilots, Engineers, etc. keeping out petitioner for no reason. On 20-4-2007 Sahara Airlines purported to transfer petitioner to Sahara India Commercial Corporation Ltd. (SICC) who in turn deputed him to Jet Airways. On 1-6-2007 he was transferred to Lucknow, though objected wherein he joined but due to personal problems he came back and the ID is raised. The petitioner is entitled to be absorbed in Jet Airways without being discriminated under Share Purchase Agreement dated 18-1-2006. Permission under Section-25(N) of the ID Act had not been obtained. Petitioner would at least be entitled to 3 months salary in lieu of notice and retrenchment compensation. He was never employed by SICC created to defeat his rights and his deputation is a camouflage. Termination could amount to retrenchment. Demand for his absorption in Jet Lite with all benefits is prayed for.

4. Points for consideration are :

- (i) Whether the demand for the absorption of the petitioner in Jet Lite by Jet Airways (India) is justified and legal?
- (ii) To what relief the concerned workman is entitled?

Points No. 1 & 2

5. When the ID stood posted today for further proceeding the petitioner appeared in person and filed a petition supported by Affidavit, both signed by him praying for withdrawing the dispute. It is averred that the dispute has been settled with the Management and that he already submitted his resignation alongwith PF Withdrawal Forms and that after collecting full and final payment of dues he is to forgo his right of reinstatement. In view of the above embodied terms of the settlement the ID is sought to be withdrawn and an award is to be passed.

6. On a consideration of the request of the petitioner supported by the written application and affidavit sworn to in support thereof, approved by the Respondent by endorsing no objection, that the dispute has been settled between the parties in consideration of the full and final payment of dues thereof to be made to him and on foregoing the right of reinstatement, he be permitted to withdraw the dispute in the wake of the repeated appeal of this Tribunal before the parties to have the dispute amicably settled and the petitioner having effected out of court settlement of the dispute in terms thereof the prayer is only to be accorded.

7. Accordingly the petitioner is permitted to withdraw the dispute, In view of the fact that the withdrawal is in lieu of agreed monetary compensation to be fulfilled and his claim for absorption being given up no question further survives as to the demand for the absorption as being whether legal and justified.

8. The reference is answered accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 28th February, 2011)

A. N. JANARDANAN, Presiding Officer

Witnesses Examined :—

For the I Party/Petitioner :	None
For the II Party/Petitioner :	None

Documents Marked :

On the Petitioner's side

Ex.No.	Date	Description
		Nil

On the Management's side

Ex.No.	Date	Description
		Nil

नई दिल्ली, 10 मार्च, 2011

का.आ. 920.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सीसीएल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, धनबाद नं.-1 के पंचाट (संदर्भ संख्या 166/90) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-3-2011 को प्राप्त हुआ था।

[सं. एल-20012/321/1989-आई आर (सी-1)]
डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 10th March, 2011

S. O. 920.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 166/1990) of the Central Government Industrial Tribunal-cum-Labour Court, I Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of CCL and their workmen, which was received by the Central Government on 10-3-2011.

[No. L-20012/321/1989-IR (C-I)]

D. S. S. SRINIVASA RAO, Desk Officer

AWARD

By Order No. L-20012/224/89-IR(Coal-I) dated 10-4-1990 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, referred the following dispute for adjudication to this tribunal :

"Whether Shri Chandra Oraon was a workman of Sounda 'D' Colliery of CCL and if so whether the action of the management of Sounda 'D' Colliery of CCL, P.O. Saunda, Dist. Hazaribagh by not regularising Shri Chandra Oraon in Cat. I & II, rendering him idle w.e.f 13-2-83 and non-payment of compensatory wages for the period of his forced idleness i.e. 13-2-83 to till date is justified? If not, to what relief the workman concerned is entitled?"

2. In this reference case both the parties filed their respective written statements, rejoinders. Management filed their documents to substantiate their case, but the union did not file any document. Management examined one witness as MW-1 who have proved Exts. M-1 to M-1/11. Thereafter the case was fixed for adducing evidence by the workman. But inspite giving several adjournments no evidence was adduced by the workman till 1997. After that again the case was fixed for adducing evidence by the workmen on 28-7-2010 by sending registered notices to both the parties. Even then no evidence was produced on behalf of the workman on 28-7-2010, 13-8-2010 and 22-10-2010. Thereafter, it seems that neither the concerned workman nor the sponsoring union is interested to contest the case further.

Accordingly, I render a 'No Dispute' Award in the present industrial dispute.

H. M. SINGH, Presiding Officer

नई दिल्ली, 10 मार्च, 2011

का.आ। 922.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) को धारा 17 के अनुसरण में, केन्द्रीय सरकार बीसीसीएल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नं.-2, धनबाद के पंचाट (संदर्भ संख्या 36/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-3-2011 को प्राप्त हुआ था।

[सं. एल-20012/470/1999-आई आर (सी-1)]

New Delhi, the 10th March, 2011

S. O. 922.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 36/2000)

of the Central Government Industrial Tribunal-cum-Labour Court 2, Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of BCCL and their workmen, which was received by the Central Government on 10-3-2011.

[No. L-20012/470/1999-IR (C-I)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 2, AT DHANBAD.**

PRESENT : KISHORI RAM, Presiding Officer

Reference No. 36 of 2000

PARTIES: Employers in relation to the management of Govindpur Area of M/s. BCCL and their workman.

In the matter of an Industrial Dispute under Section
10(1)(d) of the I.D. Act, 1947

APPEARANCES:

On behalf of the workman : Mr. B.B. Pandey, Advocate.

On behalf of the employers : Mr. D.K. Verma, Advocate.

State : Jharkhand

Industry : Coal

Dhanbad, Dated, the 25th February, 2011

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their order No. L-20012/470/99-IR(C-1), dated the 18th February, 2000.

SCHEDULE

"Whether the action of the management to dismiss Sri A.N. Tiwary 24 days before due date of his retirement and to stop payment of his retirement benefits is just and proper ? If not, to what relief is the concerned workman entitled?"

2. The case of the sponsoring union is that workman A.N. Tiwary (Anandi Nath Tiwary), the Clerk (Revenue) after appointment in BCCL in the year 1992 was placed in the Estate Section of the Area by the then General Manager, Govindpur Area as per the assignment of him for dealing with the land files concerning the land of the Area, he was performing his duty satisfactorily. The Management/Agent of the Govindpur Colliery had sent a proposal to the General Manager for acquisition of 0.76.50 acre of land under plot 22 at Mouza Jamua, Thana No. 254 as required for extension of quarry Nos. 5, 6 and 7 Seam of Coal, and the aforesaid land had 13 houses standing over the plot. The General

Villager instructed to the Deputy Manager (Admn) to process the same immediately under proposal No. CC/Land/Surv/91/2334 dated 29-1-91. As per the direction of the Deputy Manager (Admn), the workman was entrusted with collecting all the documents of the land owners, preparation of land files and accordingly after discussion, the documents were collected and put up before the Deputy Manager (Admn) on perusal of the same, a Note Sheet was prepared as per direction and advice given by the Deputy Manager (Admn) and found it satisfactory and thereafter the same under his signature was forwarded to the General Manager under Ref. No. B.C.C.L./Area III/Rehabilitation/91 dated 9/12-3-91.

3. Further case of the workman is that the aforesaid Note Sheet categorically stated the existence of 13 dwelling houses of 13 families over the land, hence necessary approval required for the employment of 13 persons but only "subject to the verification of the claim". Consequently on the recommendation of the General Manager concerned to the competent authority for its approval in urgency, the committee so constituted by the General Manager for the valuation of the houses in question comprised of the Area Engineer (Civil), Dy. P.M. (Admn) and representative of the Finance. On the verification of the committee, the valuation report was prepared by Shri Valmiki Prasad, AC(E) on measurement and signed by all the committee members and was submitted before the General Manager which was forwarded to the competent authority for approval, but in the month of October, 1991, the approval was dropped and the file was returned to the General Manager Shri. S.N.P. Rai who kept it in his custody. But due to his transfer at the same time, Shri S.M. Kochhar, the Additional General Manager of the same Area took charge of the General Manager, who tried his best to use the concerned workman as false evidence (witness) against aforesaid previous General Manager and also had asked to arrange the land on easy term and conditions from the villager; and when the concerned workman declined to satisfy him it resulted in the chargesheet against him. The chargesheet contained firstly giving a false report about the dwelling houses over the land and secondly fraudulently trying to get employment for his son Dinesh Chandra Tiwary along with others as levelled against the workman. Though the workman has submitted his reply in detail in denial to the charges yet in the year 1993 Shri R.P. Debral, Shri B. Singh, the P.M. and the Estate Officer of the said Area were appointed as the Enquiry Officer and the presenting Officer of the Company as per letter No. ref. No. GM/AR-III/PD/93/28/310/7018-27 dated 29-3/5-4-93 respectively.

4. Further case of the workman is that suddenly after the lapse of three years, the workman received a letter dated 21-5-96 from Deputy Chief Personnel Manager (Shri R.P. Debral, the former enquiry officer) in which Shri O.P. Joshi, P.M. Govindpur Area was appointed as the Enquiry Officer

and aforesaid Shri Birendra Singh, the Estate Officer as the Representing Officer were respectively appointed. In course of the enquiry the workman was directed to file the surrebuttal letter No. 547/81 dated 29-3-93 stating therein he would retire with effect from 1-7-93, holding the enquiry after examining the witness on behalf of both the parties and having done the same he submitted his enquiry report, finding him guilty of the charges stated in the chargesheet and lastly on receipt of the second show cause issued by the General Manager a dismissal order was issued. But the pertinent facts of documents, the Note Sheet prepared by the concerned, the statement of witness transpires that he was held guilty of the charges without consideration of favourable points and accordingly punished, as compared with his being无辜 as apparent from the statements of the witnesses. Even the Appellate Authority (CMD) Dhanbad did not consider his case of innocence in his appeal. Thereafter on raising the issue in C.W.J.C. No. 537 of 1997(R), the Hon'ble High Court Patna (Bench Ranchit Singh) pleased to pass an Order concerning the dispute as to Industrial Dispute to be decided by the proper Labour Court. Accordingly the dispute raised before the Asstt. Labour Commissioner (C), Dhanbad for conciliation which failed despite the best efforts of the Conciliation Officer resulted in the Reference to this Tribunal for adjudication.

5. Whereas the case of the management is that the workman had processed the Note Sheet for the employment of 13 persons of the 13 families owing their house over the land under Plot No. 22, Khata No. 4 of Mouza No. 13. It also mentioned the eviction of the aforesaid houses would affect 13 families and about 200 family members. But on due verification not a single house fully constructed except one house with the tile roof but without doors and windows which was alleged to be owned by his son Shri Dinesh Chandra Tewary and his brothers with a view to get employment in favour of aforesaid Dinesh Chandra Tewary by fraudulent means adopted by the workman himself. So the workman was chargesheeted on 18/19-11-92 for his aforesaid act amounting to his misconduct under the Certified Standing Orders of the Company. Finding his reply to the chargesheet unsatisfactory as per order to the management the departmental enquiry was conducted by Shri O.P. Joshi, the P.M. as the Enquiry Officer in accordance with the principle of natural justice. At the enquiry, the Enquiry Officer submitted his enquiry report against the workman for the charges having been proved fully and thus he was held guilty of it. The Competent Authority after considering the gravity of the charges passed the order of dismissal against the workman which was fully justified and legal. The Enquiry was conducted fair and proper and as per the principle of natural justice.

Further it is also alleged that the Appeal the workman filed against this dismissal order before the Appellate

Authority as per the dismissal order dated 20-8-1997 of the Hon'ble High Court concerned passed in his C.W.J.C. No. 2181/1997 (R), was also dismissed, being without merit.

6. In course of hearing, since the workman A.N. Tewari expired on 6-2-2005 as per his death certificate dated 22-3-2005, his son Suresh Kumar Tewary 30 years on his application dated 16-1-2008 supported with the affidavit dated 8-3-88 was authorised by his two brother Ganesh Chandra Tewary and Dinesh Chandra Tewary has been substituted as the legal heir for the workman vide Order dated 6-1-11.

FINDING WITH REASONS

7. In the instant case, I find that the Tribunal after hearing both the parties on the basis of no objection of Mr. B.B. Pandey, the Ld. Advocate for the workman in course of the evidence of the management at the preliminary point of the domestic enquiry held the domestic enquiry conducted by the management against the workman (now deceased) was fair, proper and in accordance with the principle of natural justice. In course of hearing on the preliminary point as to the fairness of the domestic enquiry, the enquiry proceeding papers i.e. copies of the Chargesheet, reply of the workman concerned to the chargesheet as Ext. M-1 and M-2 respectively and the original copies of the appointment letter of the Enquiry Officer, notice of Enquiry Officer, the entire proceeding, photo copies of enquiry report and dismissal order have been marked as Ext. M-3, M-4(M-4) Ext. M-5 (series), M-6 and M-7 respectively.

Upon holding the domestic enquiry as fair and proper in consonance of the principle of natural justice the Tribunal in exercise of the powers as conferred upon under Section 11A of the I.D. Act., 1947 is to confine its adjudication only to the quantum of punishment inflicted upon the workman in view of the proved charges levelled against him.

From the perusal of the materials available on the case record, it stands clear that the following facts are indisputable :

(i) Workman Anandi Nath Tewary (now deceased) was a clerk (Revenue) Estate Department, Govindpur Area who as the Dealing Clerk had dealt with File Reference No. BCCL/AR-III/Rehabili/91 dt. 9/12-3-91 submitting his Note Sheet about rehabilitation of 13 families owing 13 houses situated over 0.76½ acres situated under plot No. 22, Khata No. 4 of Mouza Jamua No. 254 with the proposal for employment of 13 persons of the said family.

(ii) Out of 13 family, one was his son Dinesh Chandra Tewary who had only house of tile, without door and windows over the disputed land for which the workman as a Dealing Clerk had also sought for the employment of his son.

8. The charges against the deceased workmen were that he processed the file concerned with his Note Sheet regarding the rehabilitation of 13 families alleged owing 13 houses situated over the said plot and consequently the workman had recorded in his Note Sheet that the 13 families that about 200 family members were likely to be affected by the eviction of the said 13 houses, but on verification of it, factually not a single house except one house with the Tile roof but without door and window was found and there was no human habitation and that the aforesaid owned house was alleged to be owned by his son Dinesh Chandra Tewary and others only with a view to get his employment and rehabilitation by fraudulent means.

9. On the scrutiny of the Enquiry report (Ext. M-6), it clearly reveals the fact that the Enquiry Officer thoroughly held the domestic enquiry by examining together 12 persons on behalf of both the parties namely, (1) Shri Birendra Kumar Singh, Management Representative, (2) Sri S.P. Prassed, Dy. Personnel Manager (Administration), (3) Sri U.K. Sarkar, Finance Officer of Area No. III, (4) Sri Arvind Chatterjee, Assistant Survey Officer of Govindpur Colliery, (5) Shri Valmiki Prasad, Asstt. Enqineer (Civil), (6) Shri Balmukund, the Despatch Clerk, (7) Shri K.B. Rai, Revenue Inspector, (8) Shri A.K. Sarangi, Dy. Estate Manager Head quarters on behalf of the management and (9) Shri Shivaji Tewary, (10) Shri Shyamnarayan Pandey, (11) Shri Chandra Bhushan Tewary and (12) Shri Anandi Nath Tewary, (the deceased workman) on behalf of the workman himself. On the analysis of the evidence as contrasted with the relevant domestic as well as the note dated 9-3-91 signed by the Dy. P.M. (Administration) of deceased workman found that no house was completely built except one with the country tile, that the workman Anandi Nath Tewary prepared the file knowingly that one of the house owner was his son yet he did not disclose either in the Note Sheet or in his writing to the superiors while dealing with the file which was dealt with by himself and the Dy. P.M. (Administration) on 9-3-91. So the factual position as stated by the workman was contradictory. As such the Enquiry Officer held that the deceased workman Anandi Nath Tewary connived with others with a view to get employment and rehabilitation site for his son Dinesh Chandra Tewary, the present petitioner and 12 others by false report and accordingly the charges were proved against him. I find the enquiry report is based on reasoning and on thorough consideration of the facts provided on behalf of both the parties. It is also pertinent to mention that the workman concerned has fully participated in the enquiry. Upon the submission of the

Enquiry report to the competent authority before whom the deceased workman Anandi Nath Tewary had submitted his representation dated 25-7-97 on receipt of the copies of the enquiry papers, the authority concerned found the aforesaid misconduct being established against him and being of very serious in nature providing no scope of any leniency and awarded him the punishment of dismissal as is bonafide for his said misconduct.

10. On due consideration of all the aforesaid facts and circumstances, I am also of the opinion that the workman (now deceased) as a Clerk dealing with the rehabilitation he concerned had malafide betrayed, loyalty for the employment of his son Dinesh Kumar Tewary (the petitioner) by fraudulent means which amounted his misconduct as defined under Clause 26-1-11 and 26-11-12 of the Certified Standing Order. His such fraudulent misconduct was of so much grave that the dismissal from his service cannot be said to be disproportionate to it. Hence, I hold that the action of the management in dismissal of workman A.N. Tewary (now deceased) 20 days before due date of his retirement and to stop payment of retiral benefit was quite just and proper in the eye of law. It is cardinal principle of law that such a fraudulent person can be dismissed from his service even one day before of his superannuation. Consequently, he is not entitled to any relief.

KISHORI RAM, Presiding Officer

नई दिल्ली, 10 मार्च, 2011

का.आ. 923.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सहारा एयरलाइंस लिमिटेड के प्रबंधतत्र के संबंद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चैनई के पंचाट (संदर्भ संख्या 57/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-3-2011 को प्राप्त हुआ था।

[सं. एल-11012/25/2009-आई आर (सी-1)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 10th March, 2011

S. O. 923.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 57/2009) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Sahara Airlines Limited and their workman, which was received by the Central Government on 10-3-2011.

[No. L-11012/25/2009-iR (C-I)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT CHENNAI

Monday, the 28th February, 2011

PRESENT: A. N. JANARDANAN, Presiding Officer

Industrial Dispute No. 57/2009

[In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of M/s. Sahara Airlines Ltd. and the Workman]

BETWEEN

1. C. S. Mohan

: 1st Party/Petitioner

vs.

1. M/s. Sahara Airlines Limited

L-70/329, Mahipalpur Extension,
New Delhi-110037

: 2nd Respondent/1st Party

2. M/s. Sahara India

Commercial Corp. Ltd.
Sahara India Centre,
8th floor No. 2,
Kapoorthala Complex
Aliganj
Lucknow-226024

: 2nd Respondent/2nd Party

3. M/s. Jet Airways Ltd.

SM Centre,
Andheri-Kurla Road,
Andheri East
Mumbai-400059

: 2nd Respondent/3rd Party

APPEARANCE:

For the Petitioner

: Sri K. Sudalai Kannan
L. Kalai eswaran

For the 2nd
Respondent/1st
Party

: M/s. Gupta & Ravi

For the 2nd
Respondent/2nd
Party

: M/s. V. Devraj, Anth
Representative

For the 2nd
Respondent/3rd
Party

: M/s. Gupta & Ravi

AWARD

The Central Government, Ministry of Labour vide its Order No. L-11012/25/2009-IR (CM-I) dated 19-6-2009 referred the following Industrial Dispute to this Tribunal for adjudication.

The Schedule mentioned in that order is:

“Whether the demand of Sri C.S. Mohan for his absorption in Jet Lite by the Management of Jet Airways with reference to the Share Purchase agreement, of dated 01-04-2007 entered by the Management of Jet Airways (India) Limited, Sahara India Commercial Corporation Limited and Others and Sahara Airlines Limited is justified and legal?”

(ii) To what relief is the workman concerned entitled?”

2. After the receipt of Industrial Dispute, this Tribunal has numbered it as ID 57/2009 and issued notices to both sides. Both sides entered appearance, petitioner, 1st and 3rd Respondents through Advocates and 2nd Respondent through Authorized Representative. The petitioner filed Claim Statement. No Counter Statement has been filed by any of the Respondents.

3. Short recitals of facts are as follows are as follows:

The petitioner appointed as Data Entry Operator on casual basis on 22-10-1997 and subsequently promoted as Junior Executive on 1-12-2004 with last drawn salary of Rs. 15,580 by the First Respondent later fully acquiring whose shares by Third Respondent as per letter dated 20-04-2007 was informed to be on deputation with the R1 which is incorrect R2 by letter dated 19-05-2007 paying Rs. 60,000 to the petitioner as Ex-Gratia and also acknowledging petitioner as workman of R1 was further issued with letter dated 1-06-2007 by R2 with whom there is no privity of contract and informed petitioner's relief from deputation and also requiring him to report to Chattisgarh which order is invalid. There he had no work and therefore he came back to Chennai. He claimed reinstatement by sending advocate notice dated 27-12-2007 which was not replied hence the ID was raised. The petitioner is now not gainfully employed. There is no basis to shunt the petitioner out of employment. The establishment at Chennai covered under Section-25N of ID Act employing more than 100 workers and hence the termination amounting to retrenchment by R1 and R3 have to comply with the provisions under Section-25N of the ID Act failure to which the termination is void ab initio. There is no legal or factual justification for the termination. Hence the prayer for reinstatement and absorption.

4. Points for consideration are:

(i) Whether the demand for the absorption of the petitioner in Jet Lite by Jet Airways (India) is justified and legal?

(ii) To what relief the concerned workman is entitled?

Point Nos. 1 & 2

5. When the ID stood posted to today for further proceeding the petitioner appeared in person and filed a petition supported by Affidavit, both signed by him praying for withdrawing the dispute. It is averred that the dispute has been settled with the Management and he is to collect his full and final payment of the dues. He has also stated that he is to forgo his right for reinstatement.

6. On a consideration of the request of the petitioner supported by the written application and affidavit sworn to in support thereof, approved by the Respondent by endorsing no objection, that the dispute has been settled between the parties in consideration of the full and final payment of dues thereof to be realized by him and he be permitted to withdraw the dispute in the wake of the repeated appeal of this Tribunal before the parties to have the dispute amicably settled and the petitioner having effected out of court settlement of the dispute on collecting the dues in terms thereof and is to forgo the right for reinstatement as was originally claimed the prayer is only to be accorded.

7. Accordingly the petitioner is permitted to withdraw the dispute. In view of the fact that the withdrawal is in lieu of agreed monetary compensation with due receipt to be obtained thereof acknowledged by the petitioner and his claim for absorption being given up no question further survives as to the demand for the absorption as being whether legal and justified.

8. The reference is answered accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 28th February, 2011)

A. N. JANARDANAN, Presiding Officer

Witnesses Examined:-

For the I Party/Petitioner : None

For the II Party/Petitioner : None

Documents Marked:

On the Petitioner's side

Ex.No.	Date	Description
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Nil

On the Management's side

Ex.No.	Date	Description
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Nil

नई दिल्ली, 10 मार्च, 2011

का.आ. 924.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बी.सी.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, धनबाद के पंचाट (संदर्भ संख्या 116/90) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-3-2011 को प्राप्त हुआ था।

[सं. एल-20012/26/1988-आई आर (सी-1)]
डी. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 10th March, 2011

S.O. 924.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 116/90) of the Central Government Industrial Tribunal-cum-Labour Court 1 Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of B.C.C.L. and their workmen, which was received by the Central Government on 10-3-2011.

[No. L-20012/26/88-IR (C-I)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. I, DHANBAD

In the matter of a reference U/S. 10(1)(d) (2A) of I.D. Act

Reference No. 116 of 1990

PARTIES : Employers in relation to the management of Nuraidih Colliery of M/s. B.C.C.L. Ltd.

AND

Their Workmen

PRESENT : Shri H. M. SINGH, Presiding Officer

APPEARANCES:

For the Employers : None

For the Workman : None

State : Jharkhand Industry : Coal

Dated the 25th May, 2011

AWARD

By Order No. L-20012(26)/88-D. III(A)/IR (C-I) dated 17-5-1990 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the

Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

"Whether the action of the management of Nuraidih colliery of M/s. B.C.C.L., P.O. Nawagarh, Distt. Dhanbad in not allowing S/Sri Narayan Rewant and 56 other workers as mentioned in Annexure-A to resume their duties is justified? If not, to what relief the workmen are entitled?"

2. In this reference case the written statement has been filed on behalf of the concerned workmen and the management has filed written statement-cum-rejoinder. But no documents have been filed from either side. The management examined one witness, MW-1, Suresh Prasad Singh. Since none appeared on 5-10-95 on behalf of the concerned workmen to cross-examine the witness, the witness was discharged. After giving several adjournments, no further evidence was produced by the management. Thereafter again the case was fixed for adducing evidence by the management on 25-8-2010 after sending registered notice to both the parties. Even though neither party appeared on 25-8-2010, 21-9-2010 and 22-10-2010 to contest the case. It, therefore, appears that neither the concerned workmen nor the sponsoring union are interested to proceed with the case further.

In such circumstances, a 'No Dispute' Award is passed.

H.M. SINGH, Presiding Officer

नई दिल्ली, 10 मार्च, 2011

का.आ. 925.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नेशनल एविएसन कम्पनी ऑफ इंडिया लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय मुम्बई नं. 2, के पंचाट (संदर्भ संख्या 2/24/2010) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-3-2011 को प्राप्त हुआ था।

[सं. एल-11012/45/2009-आई आर (सी-1)]
डी. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 10th March, 2011

S.O. 925.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 2124/2010) of the Central Government Industrial Tribunal-cum-Labour Court 2, Mumbai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of National Aviation Company of India Ltd. and their workman, which was received by the Central Government on 10-3-2011.

[No. L-11012/45/2009-IR (C-I)]
D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 2 MUMBAI**

Present: K.B. KATAKE, Presiding Officer

Reference No. CGIT-2/24 of 2010

Employers in Relation to the Management of National Aviation Company of India Ltd.

The Executive Director
National Aviation Company India Ltd.
Western India, Mumbai

AND

Their Workmen

The Regional Secretary
Air Corporation Employees Union
New Engineering Complex
Sahar, Mumbai-400 099**APPEARANCES:**For the Employer : Mr. Abhay Kulkarni, Advocate.
For the Workmen : No appearance.

Mumbai, dated the 25th January, 2011

AWARD

The Government of India, Ministry of Labour & Employment by its Order No. L-11012/45/2009-IR (CM-I), dated 11-3-2010 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following industrial dispute to this Tribunal for adjudication:

“Whether the demand of the Air Corporations Employees’ Union from the management of National Aviation Company of India Ltd. For compassionate appointment of 15 persons (as annexed) is justified and legal? (ii) To what reliefs are they entitled?”

List for compassionate appointments as on date:

Sr. No.	Name	Designation	Applicant
1	S/Shri U.S. Ganapathy	Manager	Vishal Kumar S. Ganapathy (Son)
2	Mahadeo R. Dalvi	Sec. Supdt (SG)	Mihir M. Dalvi
3	Rajiv L. Baliga	Dy. Manager	Ridhima R. Baliga
4	Mrs. Charubala M. Gohil	PFA (TA)	Mrugank Mahendra Gohil
5	Vilas A. Kawle	OA	Kartiki Vilas Kawle
6	Darshak S. Ghegadmal	Sr. Master Tech	Vaishali Darshak Ghegadmal
7	K.L. Gava	Helper Comm Sr. Hd Peon	Chintamani K. Gava
8	Devnath F. Prajapati	Peon	Gayatri D. Prajapati
9	Suresh M. Shendge	Sr. Aircraft Tech (AO)	Sunita Suresh Shendge
10	Harish V. Kadam	Comm Helper	Harshli H. Kadam
11	Avinash R. Mahatre	IFS Officer	Prajakta Avinash Mhatre
12	Nazir A. Kadar	Operator	Shanaz Begum
13	B.R. Suradkar	TA	Sarita B. Suradkar
14	Ashok S. Kasare	Sr. Engg Helper	Atish A. Kasare
15	Suryakant D. Magar	Carpenter	Mast. Yash S. Magar

2. After receipt of the reference both the parties were served with notices. They appeared through their representatives. The second party was supposed to file its statement of claim. Sufficient time was given to them. However they did not file the statement of claim. On the other hand since 8-11-2010, union and its representative were absent. Therefore the matter was kept today for order. As the second party union failed to file its statement of claim, the reference deserves to be dismissed for want of prosecution. Thus I proceed to pass the following order :—

ORDER

The reference stands dismissed for want of prosecution.

Date: 25-1-2011

K. B. KATAKE, Presiding Officer

नई दिल्ली, 10 मार्च, 2011

का.आ. 926.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सहाय एयरलाइंस लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय चेन्नई के पंचाट (संदर्भ संख्या 64/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-3-2011 को प्राप्त हुआ था।

[सं. एल-11012/32/2009 आई आर (सी-1)]
डी.एस.एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 10th March, 2011

S.O. 926.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 64/2009) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Sahara Airlines Limited, and their workman, which was received by the Central Government on 10-3-2011.

[No. L-11012/32/2009-IR(C-I)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT CHENNAI

Monday, the 28th February, 2011

Present : A.N. JANARDANAN Presiding Officer

INDUSTRIAL DISPUTE NO. 64/2009

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947(14 of 1947), between the Management of M/s Sahara Airlines Ltd. and their Workmen)

BETWEEN

Sri R. Srinivasan : 1st Party/Petitioner

Vs.

1. M/s Sahara Airlines Limited : 2nd Respondent/
L-70/329, Mahipalpur Extension New Delhi-110037 1st Party

2. M/s Sahara India Commercial : 2nd Respondent/
Corpn. Ltd. 2nd Party
Sahara India Centre, 8th floor
No. 2, Kapoorthala Complex
Aliganj Lucknow-226024

3. M/s Jet Airways Ltd. : 2nd Respondent/
S.M. Centre, Andheri-Kurla 3rd Party
Road, Andheri East
Mumbai-400059

APPEARANCE:

For the Petitioner	: Sri K. Sadalai Kannu, L. kalaiseswaran
For the 2nd Respondent/ 1st Party	: M/s Gupta & Ravi
For the 2nd Respondent/ 2nd Party	: M/s. V. Devraj, Auth Representative
For the 2nd Respondent/ 3rd Party	: M/s Gupta & Ravi

AWARD

The Central Government, Ministry of Labour vide its Order No. L-11012/32/2009-IR(CM-I) dated 19-06-2009 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

“Whether the demand of Sri R. Srinivasan for his absorption in Jet Lite by the Management of Jet Airways with reference to the Share Purchase Agreement of dated 01-04-2007 entered by the Management of Jet Airways (India) Ltd. Sahara India Commercial Corporation Ltd. and others and Sahara Airlines Ltd. is justified and legal? (ii) to what relief is the workman concerned entitled?”

2. After the receipt of Industrial Dispute, this Tribunal has numbered it as ID 64/2009 and issued notices to both sides. Both side entered appearance, petitioner in person, 1st and 3rd Respondents through Advocates and 2nd Respondent through Authorized Representative. The petitioner filed Claim Statement. No Counter Statement has been filed by any of Respondents.

3. Short recitals of facts in the Claim Statement are as follows :

The petitioner appointed as Security Assistant on 10-02-2000 with last drawn salary of Rs.9,968 later promoted as Security Officer on 01-04-2007 by the First Respondent later by a Bipartite Agreement dated 18-01-2006 amended on 1-4-2007 between Jet Airways (India) Ltd., Sahara India Commercial Corporation Ltd. and (iii) Sahara Airlines Ltd. continued employment of Pilots, Engineers, etc. keeping out petitioner for no reason. On 20-04-2007 Sahara Airlines purported to transfer petitioner to Sahara India Commercial Corporation Ltd. (SICC) who in turn deputed him to Jet Airways. On 1-6-2007 he was transferred to Lucknow, though objected wherein he joined but due to personal problems he came back and the ID is raised. The petitioner is entitled to be absorbed in Jet Airways without being discriminated under Share Purchase Agreement dated 18-1-2006. Permission under Section-25(N) of the ID Act had not been obtained. Petitioner would at least be entitled to 3 months salary in lieu of notice and

retrenchment compensation. He was never employed by SICC created to defeat his rights and deputation is a camouflage. Termination could amount to retrenchment. Demand for his absorption in Jetlite with all benefits is prayed for.

4. Points for consideration are :

- Whether the demand for the absorption of the petitioner in Jet Lite by Jet Airways (India) is justified and legal ?
- To what relief the concerned workman is entitled?

Points No. 1 & 2

5. When the ID stood posted today for further proceeding the petitioner appeared in person and filed a petition supported by Affidavit, both signed by him praying for withdrawing the dispute. It is averred that the dispute has been settled with the Management and that he already submitted his resignation alongwith PF Withdrawal Forms and that after collecting full and final payment of dues he forgoes his right of reinstatement. In view of the above embodied terms of the settlement the ID is sought to be withdrawn and an award is to be passed.

6. On a consideration of the request of the petitioner supported by the written application and affidavit sworn to in support thereof, approved by the Respondent by endorsing no objection, that the dispute has been settled between the parties in consideration of the full and final payment of dues thereof to be made by him and on foregoing the right of reinstatement, he be permitted to withdraw the dispute in the wake of the repeated appeal of this Tribunal before the parties to have the dispute amicably settled and the petitioner having effected out of court settlement of the dispute its terms if any was originally claimed the prayer is only to be accorded

7. Accordingly the petitioner is permitted to withdraw the dispute. In view of the fact that the withdrawal is in lieu of agreed monetary compensation to be fulfilled thereof and his claim for absorption being given up on question further survives as to the demand for the absorption as being whether legal and justified.

12. The reference is answered accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 28th February, 2011)

A.N.JANARDANAN, Presiding Officer

Witness Examined :

For the I Party/Petitioner :	None
For the II Party/Petitioner :	None

Documents Marked :

On the petitioner's side

Ex. No.	Date	Description
		Nil

On the Management's side

Ex.No.	Date	Description
		Nil

नई दिल्ली, 10 मार्च, 2011

का.आ. 927.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धरा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी.सी.एल. के प्रबंधित्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण धनबाद न.-2 के पंचाट (संदर्भ संख्या 143/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-3-2011 को प्राप्त हुआ था।

[सं. एल-20012/283/1998-आई आर (सी-1)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 10th March, 2011

S.O. 927.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.143/1999) of the Central Government Industrial Tribunal No. 2 Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of B.C.C.L. and their workman, which was received by the Central Government on 13-3-2011.

[No. L-20012/283/1998-IR(C-I)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL No. 2 AT DHANBAD

PRESENT: Shri Kishori Ram, Presiding Officer

In the matter of an Industrial Dispute under Section 10 (1) (d) of the I.D. Act., 1947

REFERENCE No. 143 of 1999

PARTIES:

Employers in relation to the management of The Project Officer, Bararee Colliery of M/s. B.C.C. L.

APPEARANCES :

On behalf of the workman : None

On behalf of the Employers : Mr. D. K. Verma, Advocate

State: Jharkhand Industry: Coal

Dated, Dhanbad, the 21st Feb., 2011

AWARD

The Government of India Ministry of Labour, in exercise of the powers conferred on them under Section 10

(1) (d) of the I. D. Act. 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/283/98-IR(CM-I), dated 19-2-1999.

SCHEDULE

"Whether the action of the management of Bararee Colliery of M/s. B.C.C.L. in dismissing Sh. Somar Manjhi M/Loader from the services of the company w.e.f 16-7-1996 is justified? If not, to what relief the workman is entitled?

2. The case of the sponsoring union is that the workman Somar Manjhi was a permanent employee as Miner/Loader of Bararee Colliery of M/s. B.C.C.L. His employee number was 02747301. He was illiterate, not knowing to read and write Hindi and English except to put his signature in Hindi. He performed all along his duties without any complaint but to the satisfaction of his superior. He was being assigned to his duty in rotation in three shifts. Despite having no residential accommodation even at his repeated request the workman who was a married person, regularly performed his duty, though his residence was at a distance from his work place. But due to his falling sick after attending his duty on 8-9-1995, he could not attend to his duty from 9-9-1995 and he reported the management of his sickness by post for his treatment by Dr. Ashok Kumar Singh. On his recovery, he reported for his duty on 24-2-1996 along with the medical certificate as well as on the subsequent dates, yet he was not allowed to join his duty. He got the Charge sheet bearing No. BBC/95/4587 dated 9-12-1995 under clause 26.1.1 of the Certified Standing Order related to "Habitual late attendance or wilful or habitual absence from duty without sufficient cause". On submitting his explanation to the charge sheet he had again requested to join the duty, but the management mala fide issued letter No. 5318 dated 8-4-1996 for an enquiry into the charge. He participated along with his co-worker Shri Kaleshwar Prasad in the enquiry proceeding on 10-4-1996 and his statement was also recorded, but he was not given proper opportunity for his defence. Neither a witness nor relevant documents were examined on behalf of the management in the enquiry proceeding which was harriedly concluded against the principle of natural justice and accordingly enquiry report without consideration of the materials on the record was biasedly submitted which is unsustainable and baseless. Finally as per letter No. BBC/96/5911 dated 16-7-1996, the management illegally and unjustifiably dismissed the workman with retrospective effect from 9-12-1995, the date of the charge sheet, without any payment of any retrenchment compensation. It is alleged that the workman had not committed any misconduct under the aforesaid clause of the Standing Order without fair and proper enquiry he was unmindfully dismissed from the services on the basis of illegal unsustainable enquiry report. Even on raising the industrial dispute of dismissal before the Assistant Labour Commissioner (Central), Dhanbad the conciliation

proceeding ended in failure due to the adamant attitude of the management. Hence it was referred by the Ministry to this Tribunal for adjudication.

3. Whereas with specific denial to the allegation of the sponsoring union, the case of the management is that since the workman began to unauthorisedly absent from his duty with effect from 9-9-1995, he was charged sheeted for it and accordingly as per procedure for legal enquiry, a domestic enquiry was conducted by the Enquiry Officer as per his appointment order dated 9-4-1996. Upon the notices, the workman participated in the enquiry being conducted by the Enquiry Officer in accordance with the principle of natural justice and the enquiry report was submitted against him holding him guilty of the said charge. The workman was also supplied the copy of the report and on his representation to it the management dismissed him as per order dated 15-7-1996 which was quite legal and justified. Moreover, the workman as habitual absentee never worked regularly and continuously as apparent from his three years attendance previously i.e his attendance was 42, 124, 77 and 47 days in the years 1990 to 1995 respectively. Thus the workman was not entitled to any relief.

4. From the perusal of the case record it is evident that despite several times registered notices dated 8-5-2002, 17-11-2003 and 15-11-2010, Shri R. A. Chantaria Advocate and then N. M. Kumar Advocate on 12-8-2002, 10-1-2006 appeared and filed the authorities of the union concerned respectively and thereafter aforesaid N. M. Kumar represented the union on 12-4-2006, 8-3-2008, 5-6-2008, 8-12-2010, 22-12-2010 and 2-2-2011. It cannot be overlooked that in course of hearing on preliminary point MW-1 Lalan Pandey as the Enquiry Officer has been examined on 15-9-2005 yet he was not cross-examined by the either of the aforesaid Advocate representing the union. Even until the case record came up for hearing on argument. So as per order dated 13-9-2005 of the Tribunal the domestic enquiry was held fair, proper and in accordance with the principle of natural justice.

FINDING WITH REASONS

5. In the instant case, I find that the management with his witness MW-1 Lalan Pandey has proved the entire domestic enquiry as fair, proper and in accordance with the principles of natural justice. The aforesaid MW-1 Lalan Pandey, who was the then Dy. P. M. of the Bararee Colliery in the year 1996 as the Enquiry Officer as per appointment letter (Ext. M-1) has proved the Charge sheet dated 9-12-1995 (Ext. M-2) to which the workman had submitted his reply (photo copy Ext. M-3). According to him he issued notices (Ext. M-4) to the concerned workman and after receiving it the workman appeared in course of the domestic enquiry along with his co-worker Kaleshwar Prasad concerned who defended his case and both of them put their signature on all the enquiry proceeding papers bearing the signature of his own and the entire enquiry papers

have been marked as Ext. M-5 series over which the signatures of the worker and his co-worker were marked as Ext. M-6 and Ext. M-7 series respectively. On the completion of the enquiry, the witness submitted his enquiry, report (Ext. M-8), holding the workman guilty to the charges. The witness has established that the workman was previously two times charge sheeted (copies Ext. M-9 and M-9/1 respectively) for his absentism, for his habitual absentism for which he was given three warning letters (Ext.M-10, M-10/1 and M-10/2) to amend his such habit. Thereafter the workman had begged apology for their previous misconduct as per his letter Ext.M-11 series. On considering all the aspects, the Disciplinary Authority issued second show-cause notice (Ext. M-13) concerning the present absentism for due punishment and at last the Disciplinary Authority after considering all the facts dismissed the workman.

6. Shri D. K. Verma, Ld. Advocate for the management has submitted that virtually the case is of abandonent case, because the workman concerned remained unauthorisedly and habitually absent from his duty on the last occasion since 9-9-1995 as he used to do it previously without any proper information to the management. So his dismissal from the service is quite legal and justified.

7. In the instant case in view of the aforesaid proof of absentism under the aforesaid relevant clause of the Standing Order despite full opportunity to the workman, he could not justify his absentism and in such circumstances, I find the management was quite competent to legally dismiss him from his service for his regular unauthorised absence from his duty without any proper information to the management. Therefore it is held that the action of the management of Bararee Colliery of M/s. BCCL in dismissing the workman Somar Manjhi Miner/Loader from the services of the company with effect from 16-7-1996 is quite justified.

KISHORI RAM, Presiding Officer

नई दिल्ली, 10 मार्च, 2011

का.आ. 928.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण न.-2, धनबाद के पंचाट (संदर्भ संख्या 50/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-3-2011 को प्राप्त हुआ था।

[सं. एल-20012/230/2003-आई आर (सी-1)]

डी. एस. श्रीनिवास गव, डेस्क अधिकारी

New Delhi, the 10th March, 2011

S.O. 928.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 50/2004) of the Central Government Industrial Tribunal No. 2,

Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. B.C.C.L. and their workmen, which was received by the Central Government on 10-3-2011.

[No. L-20012/230/2003-IR (C-I)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2 AT DHANBAD

PRESENT: SHRI KISHORI RAM, Presiding Officer

In the matter of an Industrial Disspute under Section 10 (1) (d) of the I.D. Act., 1947

REFERENCE No. 50 of 2004

PARTIES:

Employers in relation to the management of Lodna Area of M/s. B.C.C. L. and their workmen.

APPEARANCES:

On behalf of the Workman : Mr. J. N. Das, Advocate

On behalf of the Employers : Mr. D. K. Verma, Advocate
State: Jharkhand Industry : Coal

Dated, Dhanbad, the 22nd February, 2011

AWARD

The Government of India Ministry of Labour in exercise of the powers conferred on them under Section 10 (1) (d) of the I. D. Act., 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/230/2003IR-(C-I), dated, the 26th March, 2004.

SCHEDULE

“ Kya Bihar Pradesh Colliery Mazdoor Congress KII Bharat Coking Coal Limited, Lodna Kshetra key pravaudhanta sey mang ki karmkar Shri S. K. Sarkar ko dinank 5-6-1992 sey store cadre mey niyamit kartey hue savi anuvarti laab jaisey padannoti, S. L. U. pay protection etyadi diye jaien uchit evam nayasangat hain ? Yadi ha to okt karmkar kis pad par kis tarikh sey niyamitkaran key patra hain tatha anya kis fav key patra hain ? ”

2. The case of the sponsoring union is that workman K. S. Sarkar was appointed as U.G. M/L under his personnel No. 822759 against the V.R.S. taken by his father the employee of the BCCL. In view of his educational and technical qualification he was diverted to work as Telephone Operator since the year 1982 itself by the management. He was transferred to Londa Washery as Store Keeper by the management as per office order No.501 dated 3/5-6-1992 whereas as per clause 7.2 of the Certified Standing Order he ought to have been regularised as Telephone Operator T/S Grade-B in the year 1983 by the management though he was regularised as Junior Telephone

Operator T/S Grade-B in conformity with the Cadre Scheme as per the office order No. 11258 dated 12-12-83 which was wrongly amended by the management as per corrigendum No.374 dated 12-12-1983 putting him as T/S Grade-E contrary to the provision of that cadre scheme. Suddenly in the year 1992 his service was diverted from Telephone Cadre to Store Cadre as Store Keeper in exigency as per office order No. 0501 dated 3/5-6-1992. Since then he has been working as Store Keeper efficiently and sincerely. As per diversion of his service in Clerical Grade from 1-7-92 his service was to be regularised in the year 1997 as per BCCL Circular No. 2002/1594 dated 13-6-2002 of the Director of Personnel itself but the management failed to do so. Though he was working as Store Keeper on Clerical Grade despite his continued service in Telephone Cadre he was promoted to T/S Grade-C on 28-8-1991 which should have been T/S Grade B and its S.L.U. Benefit from 13-9-2000, but at the relevant time as required in T/S Grade-A. But the management has committed mistake in it depriving him of his due demand. As per the aforesaid Director of Personnel's Circular of the BCCL, it approved the change of cadre by imposing unwanted and illegal conditions;

- (a) Written undertaking to accept clerical grade and
- (b) Written undertaking to accept the clerical Grade-II pay scales

thereby it did not reduce his status rather it reduced his total salary unacceptable in any circumstances. Thus the action of the management towards him in not regularising his service in Clerical (Store Grade) from 5-6-1999 was totally illegal mala fide and unfair labour practice contrary to the provision of circulars of BCCL itself. Therefore, the workman is entitled to his regularisation in the Clerk Grade with aforesaid due date along with all consequential benefits of promotion, pay protection S.L.U. and seniority etc.

3. On the other hand the case of the management in that factually the workman was originally appointed as Miner/Leader in the year 1982, subsequently in the year 1983 he was regularised in the time rated job and was placed in the Telephone Department. Despite his designation of Telephone Operator working in Clerical Grade, he was deputed in the Store department by the management of Lodna Colliery. After due consideration the management agreed to change his cadre from Telephone Operator to the Store Cadre. The competent authority also observed that the workman could be brought in the store cadre as the Asstt. Store Keeper in the Clerical Grade-II in the bottom seniority of Asstt. Store Keeper and that since the workman was in Technical and Supervisory Grade-B, no protection of wages could be extended except his acceptance of the Clerical Grade-II scale. As per the letter 13-8-2002 of the Lodna Area management, the case of the workman for regularisation in ministerial cadre was forwarded to the Headquarters for examination and

approval of the competent authority. Thereafter the competent authority accorded him the approval in Clerical Grade-II with the bottom seniority in Grade-X without any protection of wages and the management advised him to give his written consent regarding the change of his cadre in the ministerial job and to accept the bottom seniority as the aforesaid cadre without any pay protection. But the workman has never submitted his written consent for the change of his cadre to the effect so he was not entitled to regularisation in Clerical Grade-II in Store Cadre.

Further pleaded case of the management is that according to the cadre scheme of the telecom cadre only a person/workman having experience of 3 years in Technical and Supervisor Grade 'E' is eligible to be promoted to Technical and Supervisory Grade-D. On sympathetic consideration of the workman's case the management tried to regularise him in the clerical cadre but he deliberately did not submit his written consent. Moreover the Written statement signed by Shri J. N. Das Advocate neither authorised by the union Bihar Pradesh Colliery Mazdoor Congress but verified by the workman S. K. Sarkar is not sustainable in the eye of law as provided in the Industrial Dispute Act because the case was sponsored by the aforesaid union. So neither workman nor his aforesaid Advocate has locus standi to file the W.S. on behalf of the workman.

In the instant case the workman in his rejoinder has not positively respond to his locus standi to file his written statement along with his aforesaid Advocate.

FINDING WITH REASONS

4. In this case the workman Sudhir Kumar Sarkar (S. K. Sarkar) as WW-I and Arvind Kumar Sinha as MW-I have been produced and examined on behalf of the workman and management respectively in support of their claim

In the instant case I find that the workman Sudhir Kumar Sarkar as WW-I has tried to substantiate his claim based on his verified representation under the signature of his own Advocate J. N. Das which is in contravention of the basic principle of law as provided in sub-section (1) of Section 36 under heading "Representation of parties" of the I. D. Act., 1947 which also under its sub-section (4), provides the representation of the workman by a legal practitioner only with the consent of other parties and with the leave of the Labour Court, Tribunal or National Tribunal as the case may be. Yet neither of the requisites has been fulfilled on behalf of the workman in this case which has been sponsored by the union Bihar Pradesh Colliery Mazdoor Congress, Dhanbad. As such the workman himself stand not entitled to represent his own case because the case was sponsored by the union concerned, against whom nothing adverse was reported by the workman himself about the stand of the union

concerned as negligent etc. nor it is pleaded in his Written Statement dated 24-12-2004.

5. However, in exercise of the discretionary power conferred upon the Labour Court as apparent sub-section (4) of Section 36 of the Act I would like to consider the materials adduced on behalf of both parties available in the case record for the ends of justice.

WW-1 Sudhir Kumar Sarkar (the workman) in his claim has started to have been appointed as Miner/Loader at South Tisra Colliery under the management with effect from 2-1-1982. But in the month of August of the same year he was appointed as the Trainee Telephone Operator and accordingly in the year 1983, he was regularised as Telephone Operator in Technical and Supervisory Grade-E as apparent from Exts.W-2 and W-3. In the year 1987 he got promotion in Technical and Supervisory Grade-D in the next higher scale and then as well in Technical and Supervisory Grade-C in the year 1991. Thereafter the management by order (dated 5th June 1992- Ext.W-5) posted him as a Store Keeper in the existing scale of wages at Lodna Washery. After his successful training (Ext.W-7- the certificate dated 13-5-93) for handling store materials at Kusunda Vocational Training Centre as per the order of the management he again joined as the Store Keeper in the Store of Lodna Washery in the month of April, 1996 he was transferred to purchase section of Lodna Area and thereafter to Lodna Regional Store in receipt section as a Store Keeper in the month of August, 2002, though he had got S.L.U. Grade-B in the Technical and Supervisory Grade as Telephone Operator which is apparent from (Ext.W-9) the Office Order dated 15-9-2000. The workman has stated against the management that even on several representations he was neither regularised nor got his wages in the scales of Store Keeper, but has admitted that the management in the year 2002 as per its Office Orders (Exts.W-10, 11 and 12) regularised him in the post of Asstt. Store Keeper Clerical Grade-II without giving him seniority; hence the industrial dispute raised for his justified claim. The workman in his cross-examination has accepted to have got his time to time promotion in the post of Telephone Operator as per the order of the management but again he denied it except the receipt of his S.L.U. benefits in that cadre. The workman had not acceded to the proposal of the management communicated to him by Office Order dated 13-8-2002 (Exts.W-10 read with Exts.W-11 and W-12).

6. Whereas the statement of MW-1 Arbind Kumar Sinha, the Area Manager, M. M., Lodna Area and the Incharge of Regional Store Lodna apparently indicates to affirm prior to the year 1992 (the starting year of the workman as Store Keeper) the workman was working as Telephone Operator and thereafter on his transfer he worked as Purchase Assistant in Purchase Section of Lodna Area Office and then to Lodna Regional Store in

October, 2002 where he has been working accordingly in the receipt section in his existing grade. It also affirms his representation before the management for his regularisation which was though considered yet not accepted or consented by him on the ground of 'with the bottom seniority of the Asstt. Store Keeper but without any pay protection' the management witness has also admitted that as per letter dated 28-9-2002 of the Dy. C.P.M., the workman was regularised in the store cadre and posted in the Lodna Regional Store.

7. On the scrutiny of the materials as adduced on behalf of both the parties, available on the case record I find that initially the workman on successful training was absorbed as Junior Technical Operator as per order of the management dated 12-12-1983 (Ext.W-2) and since then he achieved Technical and Supervisory higher grade in that cadre and during that period the management by its administrative order transferred him to Lodna Washery Plant as Store Keeper as per order of the management (Ext.W-5-Office Order dated 3/5-6-92) and side by side the workman as Telephone Operator was given S.L.U.-B Grade in the year 2000 as apparent from Ext.W-9 (the Office Order dated 15-9-2000) and thereafter the management accorded his approval for his regularisation as the Asstt. Store Keeper in Clerical Grade-II with immediate effect but on the condition "with the bottom seniority in the grade without any protection of wages provided on his written consent" (the BCCL letter dated 13-8-2002 as Ext.W-10) and the workman did not accept the conditional regularisation. According to the management witness the purchase section is not the store cadre which is quite different. He has denied the violation of the provision under Section 9A of the I.D.Act. by the company.

8. Mr. J. N. Das, the learned Advocate for the workman relying upon the authorities mentioned (within brackets) has argued that Petitioners continuously working as pump operator and chowkidar since 1979 and 1983 on daily wages against sanctioned scheme vacant post in the light of the list having been prepared as per the scheme and pursuant to direction of the Supreme Court the petitioners are entitled to be considered for regularisation and the respondents are duty bound pay them arrear of salary' (2009 (1) J. LJR page 268 (SB) Jagdish Mahato-versus-State of Jharkhand), that petitioners working since long till date against sanctioned scheme vacant post without any leave, break in service and some of them have already been regularised in accordance with the order and direction issued by the Supreme Court and accordingly on the representation by the petitioner to dispose of within a period of two months, the respondent are also directed to pay admissible dues towards the arrear of salary (2009 (1) J LJR 322 (SB), Etwar Oraon-versus-State of Jharkhand), that the person completed more than 5 years of continuous service against one post in the workcharged establishment, and otherwise eligible have a right of consideration for

taking over their services in permanent (regular) establishment, irrespective of the date of appointment then the respondent were directed to pass speaking order in accordance with the law (2010 (2) JLJR 570, Anil Kumar Tewary-versus-State of Jharkhand, relied upon 2005 (3) JCR 9 (Jhar), 2005 (3) JLJR 39 (FB) relied upon and lastly that the petitioner continuously working as Survey Khalasi since 1982 till date on daily wages against sanctioned Scheme vacant post was held entitled for arrear of salary for the period during which he actually worked and the respondents were directed to clear the salary and consider his claim for regularisation in accordance with the seniority position in the list prepared as per the scheme and pursuant to the direction of the Supreme Court (2009 (1) JLJR 2008 (SB), Dinesh Singh-versus-State of Jharkhand.

9. Whereas the contention of Mr. D. K. Verma Ld. Advocate for the management, based on the authority : SCI.J Vol.12 at page 578 (CB), Ram Prasad Viswakarma-versus-Industiral Tribunal, Patna as held therein, is that "the representation of the workman should continue throughout the proceeding in the absence of exceptional circumstances which may justify the Tribunal to permit other representation of workman concerned. If the union had not taken up of his case, there would not have been any reference the prayer for the representation of the workman through representative of his own choice is therefore refused ' and accordingly it has been submitted on behalf of the management that the present representation of the workman through his Ld. Advocate J. N. Das is contrary to and is without his locus standi under the industrial dispute Act. In the instant case, I find that no such exceptional circumstances regarding the personal representation by the workman through his Lawyer have been brought to the notice of the Tribunal. Yet such representation is not any peculiar incident of industrial law. The change of the representative of a party cannot change the character of the dispute. As under the ordinary law as in the industrial law, mala fides of the representative vitiates the representation. In the instant case, though the victim workman has himself represented through his aforesaid Lawyer Mr. J. N. Das which is quite in violation of the mandatory provision as laid down under Section 36 of the I.D.Act, 1947. Thus the workman is held not to have locus standi to represent himself in the case raised by his union concerned. So his entire case being sans (without) his representation through the concerned union comes to nonentity in the eye of fact and law. In result, I find and hold that since the case of the workman has not been represented by the Union concerned nor its cause represented by him before the Tribunal, I decline to afford any of the relief as sought by the Union in favour of the workman and accordingly the Award is responded.

KISHORI RAM, Presiding Officer

नई दिल्ली, 10 मार्च, 2011

का.आ. 929.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.मी.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों से बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय धनबाद न.-2 के पंचाट (संदर्भ संख्या 261/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-3-2011 को प्राप्त हुआ था।

[स. एल-20012/463/1998-आई आर (सी 1)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 10th March, 2011

S.O. 929.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.261/1999) of the Central Government Industrial Tribunal-cum Labour Court, No. 2 Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. B.C.C.L. and their workman, which was received by the Central Government on 10-3-2011.

[No. L-20012/463/1998-IR (C-I)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT

INDUSTRIAL TRIBUNAL NO. 2 AT DHANBAD

PRESENT: Shri Kishori Ram, Presiding Officer

In the matter of an Industrial Dispute under Section 10(1) (d) of the I.D. Act., 1947

REFERENCE NO. 261 of 1999

PARTIES:

Employers in relation to the management of Govindpur Area of M/s. B.C.C. L. and their workman.

APPEARANCES:

On behalf of the workman : None

On behalf of the Employers : Mr. D. K. Verma, Advocate
State: Jharkhand Industry : Coal

Dated, Dhanbad, the 23rd February, 2011

AWARD

The Government of India Ministry of Labour, in exercise of the powers conferred on them under Section 10(1) (d) of the I. D. Act., 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/463/98-IR(C-I), dated, the 4th June 1999.

SCHEDULE

" Whether the action of the Management to dismiss Shri Mangal Manjhi from service is justified and

legal ? If not, what relief the concerned workman is entitled to ? ”

2. The case of the sponsoring union is brief is that the workman Mangal Manjhi, Miner/Loader of Govindpur Colliery under Govindpur Area of M/s Bharat Coking Coal Ltd. under personnel No.02803690 was chargesheeted vide No.GC/CS/95/2441 dated 7-4-1995 (the No. of the chargesheet dated 7-4-95 wrongly stated as contrasted with the present chargesheet No.96/2212 dated 17-8-96 in issue) for his unauthorised absence from 21-2-1996. But the chargesheet was not sent to his village Rangadih, P. S. Topchanchi where he lives. He was suffering from too acute illness to get treatment at the colliery hospital which is about 10 K. M. away from his village, though he had informed through his co-worker of the same village about his illness. When he presented the Medical Certificate, the management took it without its receipt and issued the chargesheet without suspension, disallowing him to resume his duty. The management alleged to have held an enquiry as stated before the Assistant Labour Commissioner (Central), Dhanbad before whom even at his request to the authority for the production of the copies of the chargesheet, appointment of enquiry officer, the letter to the workman for the enquiry, proceeding, the enquiry report and the letter to him prior to his dismissal, not anything was produced by the management and he was dismissed from his service from 30-9-1996. Further the workman claimed to have written that since he became very weak, so he should be examined by the Medical Board vide letter VI (24)/96/3995-96 dated 14-12-96 and his reminder letter VI (24) 97/343-44 dated 11-2-97 to the General Manager, but no reply was given either to the Union or to the workman. During his serious illness, his wife went with a letter of dismissal and thereafter the application made by the workman to the management for the consideration of his dismissal. But the management took it without any its receipt. He was never supplied with the copies of the enquiry report and its proceeding before his dismissal. So his dismissal was quite illegal unjustified and against the principle of natural justice. Moreover, the enquiry was totally sham and malafide as well as unfair and partial. So it was alleged for the reinstatement of the workman with full back wages and other benefits in view of his being as a Scheduled Tribe and illiterate miner/loader, a piece rated worker.

3. Whereas the pleading of the management is that since the workman began to absent from his duty unauthorisedly with effect from 27-10-94, so he was chargesheeted vide Chargesheet dated 7-4-95 for his aforesaid misconduct and the workman submitted his reply. On finding his reply to the chargesheet unsatisfactory, the management initiated the enquiry against him for the charges by appointing the Enquiry Officer, who held the domestic enquiry in accordance with the principle of natural justice and submitted his enquiry report against him, holding the charge to have been proved against him fully. On the

consideration of the enquiry proceeding and the enquiry report, the Disciplinary Authority after taking approval from the competent authority dismissed the workman w.e.f. 30-10-96. It is alleged the dismissal of the workman following the fair and proper domestic enquiry was legal and justified.

FINDING WITH REASONS

4. In the case, I find in course of evidence of the management ex parte on preliminary point in presence of the Ld. Counsels for the respective parties concerned on 17-6-2006 the documents as per list dated 8-7-05 related to enquiry proceeding (on formal proof dispensed with) have been marked as Exhibit M-1 to M-8 which are the appointment of enquiry officer dated 4-11-96, the chargesheet dated 17-8-96, the reply of the concerned workman dated 12-12-96 to the chargesheet, enquiry notice dated 28-11-96, the enquiry proceeding (four sheets), the enquiry report, the notesheet and the dismissal order dated 28-5-97 respectively. On the consideration of the aforesaid enquiry papers and also after hearing both the sides, as per order dated 17-6-2006 the Tribunal (presided by my predecessor concerned) has held the domestic enquiry fair, proper and in accordance with the principle of natural justice. Therefore, it straight forward came up for hearing argument on merit.

From the perusal of the order sheets, it is evident that Mr. D. K. Verma and Mr. N. G. Arun, both as the Ld. Advocate and the representative for the management and the workman concerned were present on 6-6-2008 and since thereafter despite notice dated 8th November, 2010 the representative of the workman never but Mr. D. K. Verma, Ld. Advocate for the management all along presented for hearing argument after giving last chances on 7-12-2010. At last the argument on merits was heard on behalf of the management. Hence, it came up for Award. So in the exercise of the power of the Tribunal/Labour Court under Section 11A of the I. D. Act., 1947, I would like myself to confine to the quantum of punishment on the basis of the aforesaid materials of the enquiry as proved and available on the case record.

5. On the perusal of the materials (the entire proceeding of the enquiry marked as Exts.M-2 to M-8 I find that as per the Chargesheet dated 17-8-96 (Ext.M-2), workman Mangal Manjhi, Miner/Loader was proceeded for the charge of his unauthorised absentism from 21-2-1996 from his duty under clause 26.1.1 of the Certified Standing Order under which such absentism is defined as misconduct. The workman is alleged to have represented it as per his reply dated 12-12-96 (Ext.M-3) that he was quite unable to perform his duty on account of his remaining physically very weak. The reply of the workman appears to be not in the pen of the workman except under his signature Mangal Manjhi. In course of the domestic enquiry, Mr. Dilip Kumar Banerjee, the Leave Clerk has stated that

the sick record of the colliery workers is in the department but the department had not any sick paper or any leave record of the workman nor had any information of his absence nor it was sent to the office. Workman Mangal Manjhi himself as defence has admitted his unauthorised absence from his duty from 21-2-1996 and that he had already got the chargesheet, but he intentionally did not reply to it because he had physically became over weak and then there was no possibility for him to serve, as he had not to work. So he requested to pay him his dues and except that he had not to say anything. But in the present case I find the statement of the workman that he intentionally did not reply to the chargesheet goes contrary to the alleged filing of his reply to it as alleged on behalf of the management. The Enquiry Officer as per his enquiry report Ext.M-6 on the aforesaid basis has held him guilty of the aforesaid charges of absenteeism, as he had himself confessed his guilt and he intentionally did not submit his any explanation to it despite having received information from the office. As per the notesheet dated 13-5-97 (Ext.M-7) of the Project Officer concerned which was also endorsed by the General Manager concerned, on recommendation of his dismissal the workman was dismissed from his service as per the dismissal order (Ext.M-8).

6. On the consideration of the aforesaid facts, I find that the workman was rightly punished for his misconduct of unauthorised absenteeism from the said date as admitted by himself voluntarily not to serve on account of his ill health, so he was rightly punished with the dismissal from the service, and accordingly the action of the management for the dismissal of workman Mangal Manjhi from his service is justified and legal. Consequently he is not entitled to any relief.

KISHORI RAM, Presiding Officer

नई दिल्ली, 10 मार्च, 2011

अ.प्र. १३०.—औद्योगिक विवाद अधिनियम, 1947 (1947-71-14) जा था 17 के अनुसरण में, केन्द्रीय सरकार बी.सी.सी.एल. के प्रबंधतात्र के संबद्ध नियोजकों और उनके कर्मकारों के ओच, अनुबंध में निम्निष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण धनवाद न.-1 के पंचाट (संदर्भ संख्या 15/1997) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-3-2011 को प्राप्त हुआ था।

[प्र. एल-20012/427/1995-आई आर (सी-1)]

डॉ. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 10th March, 2011

S.O. 930.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.15/1997) of the Central Government Industrial Tribunal No. 1 Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of B.C.C.L. and their workman, which was received by the Central Government on 10-3-2011.

[No. L-20012/427/1995-IR (C-1)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1 AT DHANBAD

In the matter of a reference U/s. 10 (1) (d)(2A) of I.D. Act

REFERENCE NO. 15 of 1997

Parties:

Employers in relation to the management of Kusunda Area of M/s. B.C.C.L.

And

Their Workmen.

PRESENT : Shri H. M. SINGH, Presiding Officer

APPEARANCES :

For the Employers : Shri R. N. Ganguly, Advocate

For the Workman : Shri S. C. Gour, Advocate

State: Jharkhand Industry: Coal

Dated, the 24-1-2011

AWARD

By order No.L-20012/427/1995-IR(Coal-I) dated 2-1-1997 the Central Government in the Ministry of Labour has in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act 1947, referred the following dispute for adjudication to this Tribunal :

“ Whether the demand of the Union for regularisation and subsequent premotions of Sh. Mansoor Hassan, Auto-Electrician on the lines of Memorandum of settlement arrived in respect of other Auto-Electricians of East Bassuriya Colliery under Kusunda Area is legal and justified? If so, to what relief is the workman entitled? ”

2. The case of the concerned workman is that he was appointed on 20-1-1982 as trainee Auto-Electrician on consolidated basic of Rs. 17.20 per day i.e. initial of Grade “E” Excavation. He was promoted as Auto-Electrician Helper in Grade “E” from 13-8-1983. He was further promoted to Grade “D” Auto Electrician on 19-1-1987. On 23-10-1990 he was again promoted to Grade “C” as Auto-Electrician (Excavation). The workman was originally posted in Bassuriya Colliery under Kusunda Area alongwith other Auto Electricians, Nitab Isha, Sankar Khan, Jafar Isha and Yayan Kr. Sinha. In the year 1984 the concerned workman was transferred to Godhur Colliery under Kusunda Area whereas the other four Auto Electricians were transferred to East Bassuriya Colliery in the same capacity and under the same Kusunda Area. The Project of Bassuriya Colliery

winded-up in the early part of 1985. The other four Auto Electricians of East Basuriya Colliery had raised an industrial dispute before the A.L.C. (C), Dhanbad that they are entitled for Grade "D" after completion of one year of probation period i.e. 1983 itself. The industrial dispute before the A.L.C. (C), Dhanbad ended with memorandum of settlement arrived on 12-2-1988 that the concerned workman shall stand regularised as Auto-Electrician in Gr. "D" w.e.f. the date of completions of one year training and their basic wages shall be fixed in Excavation Grade "D" from the date of completion of one year training. The concerned workman of present reference has also raised an industrial dispute that he should also be regularised in Gr. "D" after one year completion of probation period. Godhar Colliery and East Bassuriya Colliery are both in Kusunda Area of M/s. BCCL under the direct supervision and control of one General Manager.

It has been prayed that the demand for regularisation and subsequent promotion of Mansoor Hassan, Auto Electrician, Godhar Colliery, on the lines of Memorandum of Settlement arrived in respect of other Auto-Electricians of East Basuriya Colliery under Kusunda Area of M/s BCCL is legal and justified and he is entitled for regularisation in Gr. "D" w.e.f 13-8-1983 and subsequent promotions thereafter.

3. The case of the management is that the concerned workman was appointed on the post of a trainees in the trade of Auto-Electrician by letter dated 20-7-82 and he was given Category "E" fixed for Excavation Cadre in respect of trainees as well as Helpers. After completion of one year's training, his case was considered for his placement on suitable post in Excavation Grade "E" on the basis of skill acquired by him during the training period and it was observed that he was suitable for the post of Helper and accordingly, he was regularised as Auto-Electric Helper in Grade "D" w.e.f 13-8-83. Thereafter he was promoted as EP Fitter/Electrician in Grade "D" w.e.f 19-1-87 and was promoted to Grade "C" w.e.f 23-10-90. As per the aforesaid settlement, the workman who have been found suitable for their placement in Excavation Grade "D" as Auto Fitter/Electrician after completion of one year's of training should be put in Grade "D" and they should be promoted to higher grades as per the cadre scheme. The concerned workman was not working in the aforesaid Open Cast Project at the relevant time and his case could not be considered by the DPC and the management for assessment of his skill to consider his case in the same line as the workman covered in that settlement. Therefore, the concerned workman cannot demand for his placement in Grade "D" after completion of one year's training in the Auto Electrician trade.

It has been prayed that the Hon'ble Tribunal be graciously pleased to pass an award holding that the concerned workman is not entitled to any relief.

4. Both the parties have filed their respective rejoinders admitting and denying the contents of some of the paragraphs of each other's written statement.

5. The management has produced MW-1, G.P. Sinha. The concerned workman, Mansoor Hassan, examined himself as WW-1 and has proved documents, as Exts. W-1 and W-2.

6. Main argument advanced on behalf of the workman is that the juniors to him have been regularised in his colliery and he has been promoted from 19-1-87 though he should have been promoted w.e.f. 13-8-1983 because his juniors have been regularised in Grade "D" in the year 1983.

In this respect the management has admitted in para 7 of their written statement that other persons have been regularised as per conciliation settlement dated 12-2-1988 in Auto Fitter/Electrician Grade "D" after completion of one year from 1983.

The order (Ext.W-2) which has been passed by the management for promoting the concerned workman as Auto-Electrician on 16-4-1987 does not seem proper when other persons as per Annexure "A" dated 8-10-88 Nitab Jha, Soukat Khan, Jafar, Imaan and Jayant Kr. Sinha have been promoted as Auto-Electrician in 1983. Thus there is no ground to promote the concerned workman in the year 1987. The management on the basis of settlement which was arrived at on 12-2-88 other workman have been given Auto-Electrician post in Gr. "D" and accordingly the concerned workman should have been given the post of Auto-Electrician Grade "D" when his juniors have been given Auto-Electrician Grade "D" vide Annexure dated 8-10-88 from back date i.e. 1983. Therefore, the concerned workman is entitled to be promoted from 1983.

7. Accordingly, I render following Award—

The demand of the Union for regularisation and subsequent promotions of Sh. Mansoor Hassan, Auto Electrician on the lines of Mamorandum of Settlement arrived in respect of other Auto-Electricians of East Bassuriya Colliery under Kusunda Area is legal and justified, and the concerned workman is also entitled to be promoted in Grade "D" from the year 1983. The management is directed to implement the award within 30 days from the date of publication of the award.

H.M. SINGH, Presiding Officer

नई दिल्ली, 10 मार्च, 2011

का.आ. 931.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स सी.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय धनबाद न.-। के पंचाट (संदर्भ संख्या 163/1989) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-3-2011 को प्राप्त हुआ था।

[सं. एल-20012/04/1989-आई आर (सी-1)]

डी. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 10th March, 2011

S.O. 931.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.163/1989) of the Central Government Industrial Tribunal-cum-Labour Court, No. 1, Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. C.C.L. and their workmen, which was received by the Central Government on 10-3-2011.

[No. L-20012/04/1989-IR(C-I)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. I, DHANBAD

In the matter of a reference U/s. 10 (1) (d)(2A) of I.D. Act

REFERENCE NO. 163 of 1989

Parties:

Employers in relation to the management of Pindra Colliery of M/s. C.C. Ltd.

And

Their Workmen.

Present : Shri H. M. SINGH, Presiding Officer

APPEARANCES:

For the Employers : None

For the Workman : None

State : Jharkhand Industry : Coal

Dated, the 21st January, 2011

AWARD

By Order No.L-20012/4/89-IR(Coal-I) dated 15-11-1989 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of section 10 of the Industrial Dispute Act, 1947, referred the following disputes for adjudication to this Tribunal :

“ Whether the action of the management of Pindra Colliery of C.C.L. P.O. Topa, Dist. Hazaribagh by not making correction in date of birth of Shri Birbal Singh is justified ? If not, to what relief the workman concerned is entitled ? ”

2. The case of the concerned workman, in brief, is that the management has acted against the provision of Certified Standing Orders of the Company in the matter of making correction of his date of birth which amounts to termination attracting the provisions of Sec. 25-F of I. D. Act. Since the management has not complied with the mandatory provisions of the law, the concerned workman is entitled to reinstatement with payment of full back wages

with other consequential reliefs. The management may sometimes record the age of the workman at their own whims in their own record which causes serious prejudice to the workman but the age of a workman as recorded in the C. M. P. F. records has to be given prime importance in as such as the management itself certifies such declaration of age of the workman and sends the same to C.M.P.F. authorities and the said declaration is accepted. From the records of C.M.P.F. authorities, the age of Sri Birbal Singh stands as 36 years on 2-10-73 and hence the actual date of birth of the concerned workman stands to be 2-10-1937 and accordingly his date of retirement should have been 2-10-97, but the management has illegally retired him on 1-4-88.

In such circumstances, the concerned workman prayed before this Tribunal to pass an award by directing the management to correct his date of birth as per C.M.P.F. record and to reinstate him with payment of full back wages.

3. The management has filed written statement stating that the concerned workman was employed in the said colliery w.e.f. 1-4-73. The Form ‘B’ Register maintained under the Mines Rules, which is a statutory record, the age of the concerned workman was indicated as 45 years as on the date of his appointment i.e. 1-4-73 and this entry as well as the other entries in the Form ‘B’ Register were explained to the concerned workman and after he confirmed the correctness thereof he affixed his L.T.I. in Form ‘B’ Register.

In the service sheet prepared for the workman concerned the entry relating to his age was recorded as 45 years as on 1-4-1973 and accordingly his date of birth comes 1-4-28. Hence his date of retirement was due w.e.f. 1-4-88.

It has been prayed that this Hon’ble Tribunal be pleased to reject the claim/prefe of the union and answer the reference in favour of the management.

4. Management has produced MW-1, Ram Lal Khan Singh and proved documents Exts. M-1 to M-3.

The concerned workman neither produced any witness nor filed any document to justified his claim in spite of notice being sent by registered post.

5. Therefore it appears that neither the concerned workman nor the sponsoring union is interested to contest the case, otherwise they would have appeared before this Tribunal to justify their claim.

6. considering the above facts and circumstances.

I hold that the action of the management of Pindra Colliery of C.C.L., P.O. Kuju, Dist. Hazaribagh by not making correction in date of birth of Birbal Singh is justified and the concerned workman is not entitled to any relief.

H. M. SINGH, Presiding Officer

नई दिल्ली, 10 मार्च, 2011

का.आ. 932.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बी. सी. सी. एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, धनबाद के पंचाट (संदर्भ संख्या 319/2000) को प्रकाशित करती है जो केन्द्रीय सरकार को 10-3-2011 को प्राप्त हुआ था।

[सं. एल-20012/266/2000-आई आर (सी-I)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 10th March, 2011

S.O. 932.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 319/2000) of the Central Government Industrial Tribunal-cum-Labour Court 1, Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of B.C.C.I. and their workman, which was received by the Central Government on 10-03-2011.

[No. L-20012/266/2000-IR (C-I)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL No. 1, DHANBAD

In the matter of a reference U/s. 10(1)(d) (2A) of I.D. Act

Reference No. 319 of 2000

Parties : Employers in relation to the management of Godhur Colliery of M/s. BCCL.

AND

Their Workmen.

Present : Shri H. M. SINGH, Presiding Officer.

APPEARANCES:

For the Employers : Shri R. N. Ganguly, Advocate.

For the Workman : Shri R. K. Mukherjee, Advocate.

State : Jharkhand.

Industry : Coal

Dated, the 2010.

AWARD

By Order No. L-20012/266/2000-IR(C-I) dated 25-10-2000 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

“Whether the action of the management of Godhur Colliery of M/s. BCCL in refusing to refer Sri Lalu Paswan to Apex Medical Board for ascertaining his age is fair and justified ? If not, to what relief is the concerned workman entitled ?”

2. The case of the concerned workman is that he was initially appointed at Industry Colliery in a Capacity of Line Mazdoor and later on he was transferred to Godhur Colliery in the same capacity. The management introduced the service excerpts in the year 1987 and accordingly the concerned workman furnished his service particulars including his date of birth as 30-10-53, but the management recorded his date of birth as 1-2-1942 arbitrarily to which the concerned workman raised objection in the service excerpt at that very time. He had made an affidavit also to produce the management in favour of his actual date of birth as 30-10-53 with his application for correction of his date of birth. But the management never conducted any Medical Board Examination of recording of his actual date of birth. The concerned workman represented before the management several times for correction of his date of birth but without any effect. As per 1-1-76 of NCWA the management should assess the age of the concerned by the Apex Medical Board as the age of the concerned workman was also assessed by the Medical Board duly constituted under the Chairmanship of Civil Surgeon-cum-Chief Medical Officer, Dhanbad and the said Medical Board assessed his age about 45 years on 7-12-99. The management pre-maturely superannuated the concerned workman w.e.f. 1-3-1942 instead of 30-10-53 which is arbitrary, illegal, prejudiced and unjustified and violation of natural justice. Thereafter, an industrial dispute was raised before the A.L.C. (C), Dhanbad, which was ended in failure and ultimately this dispute has been referred to this Tribunal for adjudication.

It has been prayed that this Hon'ble Tribunal be graciously pleased to hold that the action of the management in not accepting the age of assessed by the State Medical Board and in refusing the concerned workman to Apex Medical Board for ascertaining his age is not fair and not justified and the concerned workman is entitled to consider his age as 30-10-1953 and be re-instated with continuity of his service with full back wages and other benefits.

3. The case of the management is that the concerned workman is a permanent worker of Godhur Colliery who was appointed on 18-10-71. At the time of his appointment his date of birth was recorded in Form 'B' Register as 1-3-1942 and the concerned workman had put his signature/ L.T.I. in token of this acceptance of the same. Form 'B' Register is a statutory register maintained under the Mines Act. On the basis of Form 'B' Register the date of birth of the concerned workman was recorded as 1-3-1942 in all the

records of the company. Service Excerpt was issued to the concerned workman in the year 1987 wherein his date of birth was recorded as 1-3-1942. There is no variation of date of birth of the concerned workman in the records of the company. Reference to the Apex Medical Board for ascertaining age is called for only when there is variation of date of birth in different records of the company but in the instant case there is no variation of age in any of the records of the company and hence it was not considered necessary by the employers to refer him to Apex Medical Board for ascertaining his age.

It has been prayed that this Tribunal be pleased to hold that the action of the management in refusing to refer the concerned workman to Apex Medical Board for ascertaining his age is fair and justified and the concerned workman is not entitled to any relief.

4. Both the parties have filed their respective rejoinders admitting and denying the contents of some of the paragraphs of each other's written statement.

5. The management has produced MW-1, Gluesiram Pd. Sinha. The concerned workman has produced himself as WW-1 and has proved documents as Ext. W-1 to W-4.

6. Main argument advanced on behalf of the concerned workman is that his date of birth is 30-10-53 but the management has illegally mentioned his date of birth as 1-3-42.

In this respect management's counsel argued that his date of birth was recorded in Form 'B' Register as 1-3-42 which is a statutory register maintained under the Mines Act. He has also argued that the concerned workman accepted the same by putting his L.T.I. and it cannot be altered.

In this respect the concerned workman argued that he has his age assessed by the Medical Board duly constituted under the Chairmanship of Civil Surgeon Cum-Chief Medical Officer, Dhanbad who assessed his age 45 years on 7-12-99. It has also been argued that when dispute of age has been assessed the management should have referred him to Apex Medical Board for assessment of his age.

7. As per Ext. W-1 Form 'B' Register in which date of birth has been mentioned as 1-3-42, he has joined on 18-10-71. If his date of birth is considered as he wants 30-10-53 then on that date his age was on 17 years which is not possible and if this date of birth i.e. 30-10-53 be considered then his date of birth on that date as per Form 'B' Register merely just below 18 years which is not possible and permissible under law because less than 18 years majority cannot be achieved. He moved application Ext. M-2 for correction of his age but he has not mentioned that he should be referred to Apex Medical Board, so that

management can consider his case. Moreover, his application had been moved on 27-12-90 though his date of service excerpt in the year 1987 as per Ext. W-1, according upto three years it shows that he was kept him, even after getting service excerpt as per Ext. W-1 in which his date of birth has been mentioned as 1-3-1942. WW-1 in his self examination has stated that I do not know of my previous entry were entered in Form 'B' Register or not. I cannot say what is my date of birth in Form 'B' Register as recorded as 1-3-42. I cannot say if I have put my L.T.I. or not age in that entry. I can't say if in Ext. W-1, the date of birth is mentioned as 1-3-42. I have not raised objection to the service excerpt but I have submitted application in this regard.

8. Considering the evidence it shows that the concerned workman has not moved any application for assessment of his age through Apex Medical Board by the management. However, if his age assessment of date of birth as 30-10-53 be considered then it is not possible to get employment at the age of below 18 years as he got employment on 18-10-71 and not completed 18 years of age.

9. Accordingly, I record the following award:

The action of the management of Tata Coal & Chemicals M/s.BCCL in refusing to refer Lal. Baswan to Apex Medical Board for ascertaining his age is fair and justified and the concerned workman is not entitled to any relief.

(L.M. SINGH, Presiding Officer)

At New Delhi, the 10th March, 2011

क्रा.ल. ६३, १९९९-आई.रॉ.८४ (सी.१) का १४) की वसंत पात्र हें अनुसार में, कंस्ट्रॉय एकार नं. ३० एल. के प्रबंधित वह निवास स्थानों पर उनके कम्पोनेंट के बाहर अनुबंध में निर्दिष्ट औपचारिक विवाद में कंस्ट्रॉय एकार प्रौद्योगिक अधिकरण/श्रम स्थानालय, धनबाद नं. १ का पंचाट (संदर्भ संख्या 84/2000) का प्रकाशित करती है जो कंस्ट्रॉय सम्पर्क का १०-३-2011 को प्राप्त हुआ था।

[सं. प्रल-20012/353/1999-आई.रॉ. (सी.१)
जी.एस.एस. श्रीनिवास राव, डेस्क अधिकारी]

New Delhi, the 10th March, 2011

S.G. 933.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 84/2000) of the Central Government Industrial Tribunal-cum-Labour Court 1, Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of B.C.C.L. and their workman, which was received by the Central Government on 10-3-2011.

[No. L-20012/353/1999-IR (C-1)
D. S. S. SRINIVASA RAO, Desk Officer]

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of a reference U/s. 10(1) (d) (2A) of I.D. Act.

Reference No. 84 of 2000

Parties : Employers in relation to the management of Sijua Area of M/s. BCC Ltd.

AND

Their workmen.

Present Shri H. M. Singh, Presiding Officer.

APPEARANCES:

For the Employers : Shri D. K. Verma, Advocate.

For the Workman : Shri S. C. Gour, Advocate & Vice-President, N.C.W.C.

State : Jharkhand. Industry : Coal

Dated, the 11th January 2011

AWARD

By Order No. L-20012/353/99-IR-(C-I) dated 28-1-2000 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to the Tribunal :

“Whether the demand of the Union before the Management of Nichitpur Colliery under Sijua Area of M/s. BCCL to regularise Sri Jogindra Nonia, as Time Rated Driver, since the workman continuously working as such since 1993 is proper and justified? If so, what relief the workman is entitled to?”

2. The case of the concerned workman is that he was appointed on 4-8-1986 as a piece-rated Miner/Loader. In the year 1989 the management engaged him as haulage Operator, a time-rated job, in Cat-III but continued to pay Group A-A Miner/Loader, without converting from piece-rated to time-rated. In the year 1993 the management directed the workman from Haulage Operator to the job of Driver, a T/R job in Cat. V of NCWA on clear vacancy. Due to acute shortage of Drivers in Nichitpur Colliery, the workman was picked-up for the job, as he had valid Driving Licence issued by the competent District Administrative authority. The management neither properly recategorised the workman as Driver nor paid proper Category wages but also intentionally did not pay difference of wages of Cat. V and Cat. V-A. During the period from 1993 to 1996 the workman had put in more than 240 days attendance each year. The management authorised the concerned

workman under the Mines Act, 1952 and Rules made thereunder to work as Driver and did not give designation of Driver but as Driver (T) with Group Wages of Group V-A piece rated job. The concerned workman represented before the management several times for his regularisation as time-rated Driver in Cat. V but without any effect. An industrial dispute raised before A.L.C.(C) which was ended in failure and thereafter the present dispute has been referred for adjudication by this Tribunal. 48 employees doing regular jobs of T/R were regularised in Time Rated in the year 1997 but the workman's case was not considered.

It has been prayed that this Hon'ble be pleased to pass an award by directing the management to regularise the concerned workman as Driver in time-rated job in Cat. V.

3. The case of the management is that the concerned workman was appointed as a Miner/Loader and was working as a Miner/Loader. In the year 1993, the management gave an opportunity to the workman and posted him as a Driver (Trainee) to improve his skill. The Time Rated jobs are divided into six categories on the basis of skill required for performance of such job. A General Mazdoor performed the unskilled job and is fixed in Category-I, whereas the semi-skilled workers are put into Category-II and other type of skilled workman put into Category-III to Cat. IV, according to the skill required by them and adjudging their capacity to perform the skilled job. When the piece rated workers offered the time rated jobs on some consideration or others, they are selected for different time rated job after necessary trade test and according to the skill required by them for performing the various kinds of time rated jobs. They are placed in particular category according to skill they possess. The Union demanded regularisation of the workman concerned as a Driver in Category-V through an industrial dispute. It is relevant to mention that the promotion of any workman is a particular post is a managerial function and prerogative of the management. According to the Rules and Regulations of the management the promotion is to be made through D.P.C. after giving equal opportunity to all workman working in the Industry. The demand of the Union is neither legal nor justified. The management can not promote a single workman by way of regularisation.

It has been prayed that this Tribunal be pleased to hold that the demand of the Union is neither legal nor justified and the concerned workman is not entitled for any relief.

4. Both the parties have filed their respective rejoinders admitting and denying the contents of some of the paragraphs of each other's written statement.

5. The concerned workman, Jogindra Nonia, has examined himself as W.W-1 and the proved documents as Exts. W-1 to W-6.

The management has examined MW-1, Babulal Turi and has proved document as Ext. M-1.

6. Main argument advanced on behalf of the concerned workman is that he is doing the job of heavy vehicle driver since 1993. He was appointed as Driver (Trainee), in the respect the concerned workman has filed documents, Ext. W-1 which shows that letter was issued by the management on 9-7-93 by which the concerned workman was transferred from HP Inc. to Nichitpur Garage and as he was having Heavy Vehicle Driving licence his services were utilised as Driver (Trainee). Another order issued by the management Ext. W-2 on 13-9-97 which shows that he was transferred from one place to another place as Driver (Trainee). As per Ext. W-2/1 Release Order dated 24-3-2001 he was released as Driver from Nichitpur Colliery to Sendra Auto Workshop and as per Ext. W-2/2 another Office Order dated 2-6-2000 it has been mentioned that the concerned workman with other Drivers be placed in Excavation Category 'D' after successfully completion of total training of one year. Again as per Ext. W-2/3 the concerned workman was transferred from one place to another place on 17-3-2001 and as per Ext. W-2/4 Office Order the concerned workman was transferred from one place to another as Dumper Driver. As per Ext. W-2/5 Office Order dated 7-6-2000 the concerned workman was ordered to report for duty to S.E. (Excvn.) NOCP and as per Ext. W-3 the concerned workman's name has been placed at Sl. No. 9 for reporting to Driver (T) Cat. V. In this respect the concerned workman moved number of application as per Ext. W-4, W-4/1, Ext. W-4/2 and Ext. W-4/3 from time to time.

7. management's witness MW-1, Babulal Turi, has stated in cross-examination that I cannot say if the concerned workman possessed the heavy driving licence when he was engaged as a driver. As per document proved by the concerned workman Ext. W-1, the management has accepted that he has got Heavy Driving Licence and so he was transferred from one place to another place on 9-7-93. Management's witness also stated further in cross-examination that without driving licence nobody can work as a driver. He has stated that from 1993 the concerned workman is working as a Driver till now. I cannot say if the concerned workman deserves regularisation in Category-V. Still now he is getting wages of Group VA miner/loader. I cannot say if any disciplinary action was taken against him. As per Ext. W-3 the concerned workman was proposed by the management to be given Category-V.

The concerned workman has referred BCCL's Certified Standing Order, letter No. D(P)/PS/90/880 dated 20-10-1990 in which it has been mentioned in Para 7.2 at page 2 that a permanent workman is one who is employed on a job of permanent nature for a period of atleast 6 months or who has satisfactorily put in 6 months

continuous service in a permanent post as a probationer. It shows that the management has taken work from the concerned workman as Heavy Vehicle Driver since 9-7-93, so he is entitled for regularisation as time-rated Driver.

8. Considering the above facts and circumstances, I hold that the demand of the Union before the management of Nichitpur Colliery under Sijua Area of M/s. BCCL to regularise Sri Jogendra Nonia as Time-Rated Driver since the workman has been continuously working as such since 1993 is proper and justified. So the concerned workman is entitled to be regularised as Time-Rated Driver in Category-V after completion of one year's service as Driver (T) with difference of wages. The management is directed to implement the award within 30 days from the date of publication of the Award

This is my Award.

H. M. SINGH, Presiding Officer

नई दिल्ली, 11 मार्च, 2011

का.आ. 934.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सब-डीविजनल ऑफिसर (टेलिग्राफस) के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नागपुर के पंचाट (संदर्भ संख्या 44/2003) को प्रकाशित करती है जो केन्द्रीय सरकार को 11-3-2011 को प्राप्त हुआ था।

[सं. एल-40012/94/1988-डी.-II (वी.)
जोहन तोपनो, अवर सचिव]

New Delhi, the 11th March, 2011

S.O. 934.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 44/2003) of the Central Government Industrial Tribunal cum Labour Court, Nagpur as shown in the Annexure in the industrial Dispute between the employers in relation to the management of Sub-Divisional Officer, Telegraphs and their workman, which was received by the Central Government on 11-03-2011.

[No. L-40012/94/1988-D-II(B)
JOHAN TOPNO, Under Secy]

ANNEXURE

BEFORE SHRI J.P.CHAND, PRESIDING OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR

Case No.CGIT/NGP/44/2003

Date: 03-03-2011

Party No. 1 : 1. The Sub-Divisional Officer,
Telegraphs, Bhandara-481340.

2. The Director, Telecommunication, C.T.O Compound, Nagpur-440001.
3. The General Manager
Telecommunication, Maharashtra Circle, Mumbai.

Versus

Party No. 2 : Ku. Sanjiwani D/o Devidas Pusadkar, C/o Shri Pradeep Wamanrao Puradbhat, Near Dr. Deo's Dispensary, Sudam Road, Itwari, Nagpur.

AWARD

(Dated: the 3rd March, 2011)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government had referred the industrial dispute between the employers, in relation to the management of Sub Divisional Officer, Telegraphs, Bhandara and their workman, Smt. Sanjiwani for adjudication to the Central Government Industrial Tribunal, Jabalpur, as per letter No.L-40012/94/88-D-II(B) dated 13-6-1989, with the following schedule:-

"Whether the action of the management of the Sub-Divisional Officer, Telegraphs, Bhandara is justified in terminating the services of Smt. Sanjiwani, former casual clerk w.e.f. 31-1-1984? If not, to what relief the employee concerned is entitled to."

Subsequently, the reference was transferred to this Tribunal for disposal in accordance with law.

2. Being noticed, the Workman, Smt. Sanjiwani ("the workman" in short) filed the statement of claim and the management of Telegraphs, ("the Party No.1" in short) filed its written statement.

The case of the workman as projected in the statement of claim is that she was initially appointed as a Casual Office Assistant/Casual Clerk on 20-11-1981 and served till 31-1-1984 under the Sub Divisional Officer, Telegraphs, Bhandara and her name was enrolled in the muster roll of daily wages as Labour and identity card was granted to her for the period from 81 to 84 by the Party No.1 and she was doing her duties regularly such as Typist, Clerk, Handling of files, and registers and also other works and thus, gained sufficient knowledge and experience during the period of her service and she worked honestly and sincerely and to the satisfaction of the authorities and she worked for 745 days in the office of the Sub Divisional Officer, Telegraphs, Bhandara for the period from 20-11-81 to 31-1-84 and an experience certificate was also granted to her on 2-2-84 by the SDO

Telegraphs and her service was continuous without any break for 745 days, exceeding 240 days, the period which is required for regular appointment in services and despite the above stated facts, the SDO, Telegraphs terminated her services by the order dt.29-1-84, w.e.f. 31-1-84, without issuing the mandatory notice and without any reason and termination of her service is bad in law, malafide and against the provisions of law and natural justice and therefore, the same is liable to be set aside. The further case of the workman is that a post of office assistance is lying vacant in the department of telecommunication and therefore, there is work for her and after her termination, she approached the authorities of telecommunication department in writing repeatedly to reinstate her and allow her to continue in service and also personally visited the authorities at Bhandara and Nagpur and the authorities gave her false promises to reinstate her and not to approach the Court for redress, but as she was not reinstated, she agitated her grievances before the ALC, Nagpur and as the conciliation between the parties failed, the ALC reported the fact of failure of the conciliation to the Central Government. The workman has prayed to set aside the order of termination of her service w.e.f. 31-1-84 and to reinstate her in service in the post of casual office assistant, with continuity in service and full back wages alongwith other service benefits and revised pay scales.

3. The party No.1 has resisted the claim of the workman by filing their written statement and pleading inter-alia that the workman was not engaged as casual office assistant/ casual clerk, but was engaged as casual labourer and her name was enrolled in the muster roll on daily wages as labourer and the workman was not engaged in the work like typing, handling of files and registers, telephone clerk and other office work during her tenure of service but her engagement was purely as a casual labourer and mazdoor and the issuance of certificate at Annexure-IV by the then Sub Divisional Officer, Telegraphs is not known to them and the workman worked as a causal office peon and her work was purely on temporary basis, so, there was no need to issue any notice and therefore, her service was terminated w.e.f. 31-1-84 (wrongly mentioned as 31-3-94 in the additional WS) and the SDO Telegraphs was empowered only to engage casual labourer / mazdoor and no post of casual office assistant is lying vacant in the department and there was never any promise from the authorities to reinstate the applicant, whenever there would be vacancy and there was also an advertisement as per Annexure-21 issued by the higher authorities for the post of telecom office assistant and the SDO Telegraph is empowered only to appoint Class-IV casual labourer/ mazdoor on muster roll according to the schedule rate declared by the Collector of the District and the engagement of the applicant was made accordingly and there was a break in her service for 16 days in the month of March, 83 i.e. from 16-3-83 to 31-3-83 and therefore, it can

be held that the workman had left her work and as such, the claim of the workman that she had worked beyond 240 days continuously is denied and the workman is not entitled for any relief.

4. The workman has relied on the oral evidence adduced by herself and the other witness examined by her, besides, relying on the documentary evidence. Management did not adduce any oral evidence. Management also did not file any document in support of its claim.

5. It is necessary to mention here that the case had been closed on 4-4-2007 and had been fixed for passing of award. As my predecessor-in-service did not pass any award till the date of his retirement, i.e. 6-8-2010, the case was reopened and notices were issued to the parties for hearing of arguments on merit and on 7-1-2011 hearing of argument was completed and the case was posted for award to today i.e. 3-3-2011.

6. Before going into the merit of the case, I think it proper to mention about the contention raised by the learned advocate for the Party No.1 regarding the maintainability of the reference. It was submitted that during the casual employment of the workman for the period from 1981 to 1984, the party No.1 was purely a Government of India department under the name of "Indian Posts and Telegraphs Department" and the workman was reported to have been engaged as casual clerk for a temporary period by the then SDO, Telegraphs and during the year 1985, two separate departments, viz. "Department of Telecommunications" and "Departmental of Posts" were formed and the old department became totally non-existent and after formation of the new departments, the legality of P&T Department automatically ceased to be non-existent by all means and in October, 2000, a Government of India Enterprise was formed by the name, "Bharat Sanchar Nigam Limited ("BSNL" in short)" for providing telecom services as a service provider, under the Department of Telecom, Ministry of Communications and Information Technology and BSNL is a separate 100% owned Government company with separate board of Directors for running the same and all the old permanent employees except ITS Officer working in the erstwhile DOT were got absorbed in BSNL by way of option and under these scenario, BSNL cannot be a party to the dispute and the petitioner was well aware of these changes and in spite of knowing all these organizational restructuring that had taken place during the long span of years, she did not make any attempt to approach the Court for change of name and status of the Party No.1 (Non-applicant) to maintain the legality of the case and as the non-applicant and representing department are no more in existence, the case has lost its legality and the BSNL cannot be treated as non-applicant in this case and on the said ground, the case is liable to be dismissed. It was also submitted that the appointment of the workman

was purely on temporary basis on daily wages as a labour and her appointment was not in accordance with the recruitment rules and procedure and as such, she is not entitled for any relief. It is necessary to mention here that though the advocate for the Party No.1 has mentioned in the written notes of argument regarding filing of some documents, actually no document has been filed from the side of the Party No.1.

7. On the other hand, it was submitted by the learned advocate for the workman that as according to the party No.1 all the old employees working in erstwhile DOT were absorbed in the BSNL by way of option, the management of BSNL is under legal obligation to absorb the workman and the grounds of arguments submitted from the side of the management are after thought and baseless. It was also submitted by the learned advocate for the workman that from the documents filed by the workman and the oral evidence adduced on her behalf, it is clear that the workman worked from 20-11-81 till 31-1-84 and without compliance of the mandatory provisions and in violation of the principles of natural justice, her service was terminated w.e.f. 31-1-81 and as such, the termination is illegal and therefore, the workman is entitled for reinstatement.

8. So far the contention raised by the learned advocate for the Party No.1 that due to the reconstruction of the original Posts and Telegraph Department, the reference is not maintainable is concerned. I find no force in the same. The Party No.1 never raised such objection during the hearing of the case and only at the time of the argument, such contention was raised. It is also admitted by the Party No. 1 that the employees of DOT were absorbed in BSNL and as such, it can be held that BSNL has entered into shoes of the old DOT and as such, the management of the BSNL is under legal obligation to comply the orders, if any, passed in this reference.

9. On perusal of the documents filed by the workman and so also the oral evidence adduced on her behalf, it is found that she was appointed as a casual clerk on 20-11-81 and she worked as such, till 31-1-84. Even if, the contention of the Party No.1 is believed that there was a discontinuance of the service of the workman from 16-3-83 to 31-3-83, still then, it is found from the evidence on record that the workman had completed 240 days of continuous work, preceding the 12 months from the date of termination i.e. 31-1-84. As the workman had already completed 240 days of work preceding the 12 months from 31-1-84, the termination of her service amounts to retrenchment, in view of the definition of "retrenchment" given in Section 2(oo) of the Industrial Disputes Act, 1947. As the termination of the service of the workman was not done after observing the mandatory provisions as provided under Section 25F of the Industrial Disputes Act, it is held

that the termination of the service of the workman is illegal and cannot be sustained.

10. The next question for consideration in this case is regarding the relief for which the workman is entitled too. The workman has not pleaded specifically and has not adduced any evidence that she was or is not in gainful employment, after her dismissal from service. Moreover, it is clear from the pleading of the workman and so also the documents filed by her that she was a daily wager. Such fact can be found from the copy of the appointment letter filed by the workman herself. It is also found that in the appointment letter itself, it has been mentioned that the post of causal clerk was purely casual and can be terminated at any time without any notice and the wage of the workman was Rs. 7 per day, including the weekly off day.

At this juncture, I think it proper to refer to the two recent decisions of the Hon'ble Apex Court in this regard as reported in 2010 (8) Scale 583 (Incharge Officer and another Vs Shanker Shetty) and (2009) 15 SCC 327 (Jagbir Singh Vs Haryana State Agriculture Marketing Board and another).

In the decision reported in 2010 (8) Scale (supra) the Hon'ble Apex Court had held that:

"Labour Laws—Industrial Disputes Act, 1947—Section 25F - Daily wager—Termination of service in violation of Section 25F - Award of monetary compensation in lieu of reinstatement—Respondent was initially engaged as daily wager by appellants in 1978 - His engagement continued for about 17 years intermittently upto 6-9-1985—Respondent raised industrial dispute relating to his retrenchment alleging violation of procedure prescribed in section 25F of the Act—Labour Court rejected respondent's claim holding that Section 25 F of the Act was not attracted since the workman failed to prove that he had worked continuously for 240 days in the calendar year preceding his termination on 6-9-1985. On appeal High Court directed reinstatement of respondent into service holding that termination of respondent was illegal—Whether the order of reinstatement will automatically follow in a case where engagement of a daily wager has been brought to an end in violation of Section 25 F of the Act—Allowing the appeal, Held,

A. The High Court erred in granting relief of reinstatement to the respondent. The respondent was engaged as daily wager in 1978 and his engagement continued for about seven years intermittently upto Sept. 06, 1985 i.e. about 25 years back. In a case such as the present one, it appears to us that relief of reinstatement cannot be justified and instead of monetary compensation would meet ends of justice. In our considered opinion, the compensation of Rs.1 ,00,000 (Rupees one lac) in lieu of reinstatement shall be appropriate, just and equitable. We

ordered accordingly. Such payment shall be made within 6 week from today failing which the same shall carry interest at the rate of 9% per annum.

In the decision reported in 2009 (15) SCC 327, (supra) the Hon'ble Apex Court have held that:

"It is true that the earlier view of this Court articulated in many decisions reflected the legal position that if the termination of an employee was found to be illegal, the relief of reinstatement with full back wages would ordinarily follow. However, in the recent past, there has been a shift in the legal position and in a long line of cases, this Court has consistently taken view that the relief by way of reinstatement with back wages is not automatic and may be wholly inappropriate in a given fact situation even though the termination of an employee is in contravention of the prescribed procedure. Compensation instead of reinstatement has been held to meet the ends of justice.

* * * * *

It would be, thus, seen that by a catena of decisions in recent time, this Court has clearly laid down that an order of retrenchment passed in violation of Section 25F although may be set aside but an award of reinstatement should not, however, be automatically passed. The award of reinstatement with full back wages in a case where the workman has completed 240 days of work in a year preceding the date of termination, particularly, daily wagers has not been found to be proper by this Court and instead compensation has been awarded. This Court has distinguished between a daily wagers who does not hold a post and a permanent employee".

Applying the principles enunciated by the Hon'ble Apex Court in the above decisions, to the present case at hand, it is held that the workman is not entitled for the relief of reinstatement or back wages and monetary compensation would meet the ends of justice. In my consider opinion, the compensation of Rs. 50,000 (Rupees fifty thousand only) shall be appropriate, just and equitable. Hence, it is ordered:

ORDER

The action of the management of the Sub Divisional Officer, Telegraph, Bhandara is not justified in terminating the services of Smt. Sanjivani, former casual clerk w.e.f. 31-1-1984. The order of termination of the service of the workman is set aside. However, the workman is not entitled for reinstatement in service and back wages. She is entitled for monetary compensation of Rs. 50,000 (Rupees fifty thousand only). The management of Party No.1 (at present the management of BSNL, Bhandara) is directed to pay the compensation amount of Rs. 50,000 (Rupees fifty thousand only) to the workman, Smt. Sanjivani within one

in oath, from the date of publication of the award, failing which, the amount shall carry interest at the rate of 9% per annum.

J. P. CHAND, Presiding Officer

राई दिल्ली, 11 मार्च, 2011

S.O. 935.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार जनरल पेनजर, ओरडनेस फैक्ट्री के प्रबंधतंत्र के संबंध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जबलपुर के संचाट (संदर्भ संख्या CGIT/LC/R/103/2005) को प्रकाशित करती है जो केन्द्रीय सरकार को 11-3-2011 को प्राप्त हुआ था।

[सं. एल-14011/6/2005-आईआर(डीयू)]
जोहन तोप्नो, अवर सचिव

New Delhi, the 11th March, 2011

S.O. 935.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT/LC/R/103/2005) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of General Manager, Ordnance Factory and their workman, which was received by the Central Government on 11-3-2011.

[No. L-14011/6/2005-IR(DU)]
JOHAN TOPNO, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

No. CGIT/LC/R/103/2005

Presiding Officer: SHRI MOHD. SHAKIR HASAN

Shri Sheikh Mustaq,
General Secretary,
Ordnance Factory Karmchari Union (INTUC),
C/o Shri Sudhir Shukla, B-10/2,
Gandhi Nagar, At Katni,
Katni Workman

Versus

The General Manager,
Ordnance Factory,
Katni (MP) Management

AWARD

Passed on this 11th day of February, 2011

Government of India, Ministry of Labour vide its Notification No.L-14011/6/2005-IR(DU) dated 26-9-2005 has

referred the following dispute for adjudication to the tribunal:-

"Whether the action of the management in designating Manager, Ordnance Factory, Katni, to Shri V.K. Vishwakarma on the scale of pay Rs. 330/- and revised to Rs. 480/- in S.O. 14, dated 1-7-2000, to Shri Sudhir Shukla, B-10/2, Dehradun, Fitter as per the recommendation of ECC Committee is justified? If not, what relief the workman of the said factory is entitled to?"

2. The case of the workman Alok Kumar, a workman who was initially appointed as semi skilled in the trade of Fitter Electronics in October 1998 at Opto Electronics factory, Katni. Thereafter he was promoted as skilled in 1999 and then High Skilled Grade-II. It is stated that the post of High Skilled Grade-I & II had been merged into the post of High Skilled (HS). It is stated that the ECC Committee recommended the pay scale of Fitter Electronics as Rs. 330—480 which has now been revised as Rs. 4000—6000 but the workman was not given the said scale. It is submitted that the management be directed to fix the pay in accordance with the recommendation of ECC Committee with payment of difference of pay and costs of the litigation.

3. The management appeared and filed Written Statement in the reference. The case of the management, inter alia, is that the workman was appointed in the trade of Fitter Electric (Semi Skilled) on 29-10-90 at Opto Electronics Factory, Dehradun where he was subsequently promoted as Fitter Electric (Skilled) on 19-12-1992 in the pay scale of Rs. 950—1500. He was re-designated as Fitter Electronics (Skilled) in the same scale. On his own request he was transferred to Ordnance Factory, Katni on 1-7-2000. He was granted ACP on 29-10-2002 on completion of 12 years in the scale of Rs. 4000—6000. Subsequently he was promoted to Fitter Electronics (Skilled) in the year 1996. His pay cannot be compared with Shri V.K. Vishwakarma who was appointed as Fitter Electronics (Highly Skilled Grade-II) w.e.f. 6-11-1984. On these grounds, the workman is not entitled the scale of pay as has been claimed by him.

4. During the course of the proceeding, the union has filed an application dated 20-10-2010 to withdraw the case. There is no such provision in the I.D. Act. The management has no objection, if no dispute award is passed. Considering the fact that the Union does not want to contest the reference, I find that there is no dispute in view of the application of withdrawal of the case. The reference is accordingly answered.

5. In the result, no dispute award is passed without any order to costs.

6. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

MOHD. SHAKIR HASAN, Presiding Officer

नई दिल्ली, 11 मार्च, 2011

का.आ. 936.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार चीफ जनरल मैनेजर (टेलीकॉम) के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नागपुर के पंचाट (संदर्भ संख्या 105/2004) को प्रकाशित करती है जो केन्द्रीय सरकार को 11-3-2011 का प्राप्त हुआ था।

[सं. एल-40012/192/1994-आई आर (डी यू)]
जोहन तोपनो, अवर सचिव

New Delhi, the 11th March, 2011

S.O. 936.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 105/2004) of the Central Government Industrial Tribunal-cum-labour Court, Nagpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Chief General Manager, Telecom and their workman, which was received by the Central Government on 11-03-2011.

[No. L-40012/192/1994-IR(DU)]
JOHAN TOPNO, Under Secy.

ANNEXURE

BEFORE SHRI J. P. CHAND, PRESIDING OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR

Case No. CGIT/NGP/105/2004

Date : 7-03-2011

Party No. 1 : The Chief General Manager,
Telecom (RE), Project-66, Bajaj Nagar,
Nagpur.

Versus

Party No. 2 : Shri Sharad Madhorao Mohitkar,
Ward No. 6, At Post Tali, Narkhed,
Distt. Nagpur.

AWARD

(Dated : 7th March, 2011)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government had referred the industrial dispute between the employers in relation to the management of Chief General Manager, Telecom (RE), Project, 66 and their workman, Shri Sharad M. Mohitkar for adjudication to the Central Government Industrial Tribunal, Jabalpur, as per letter No. L-40012/192/94-IR(DU) dated 27/28-12-1995, with the following schedule : --

"Whether the action of the Chief General Manager, Telecom (RE), Project, 66, Bajaj Nagar, Nagpur in stopping Shri Sharad Madhorao Mohitkar, Casual Labour from his duty w.e.f. June, 1988 is justified and

legal? If not, to what relief the workman is entitled to."?

Subsequently, the reference was transferred to this Tribunal for disposal in accordance with law.

2. Being noticed, the Workman, Shri Sharad ("the workman" in short) filed the statement of claim and the management of Chief General Manager, Telecom (RE) ("the Party No. 1" in short) filed its written statement.

The case of the workman as projected in the statement of claim is that he was appointed on 31-7-1985 with the party No. 1 as casual labourer and worked continuously till June, 1988 and he was required to do all kind of miscellaneous works, including digging of earth and laying down of cables etc. and initially, he worked with the Division, but subsequently he was transferred to the Railway Electrification w.e.f. January, 1987 and he worked continuously without any break in the service till he was illegally orally terminated from his service w.e.f. June, 1988 and though, work was available all the time with the Party No. 1, he was not provided with work and allowed to continue in service and there was no reason for termination of his service and neither he was served with one month's notice or was paid the notice pay, in lieu of the notice and he was also not paid the retrenchment compensation and his service was terminated without following the legal provisions of Section 25F of the Act and as such, the termination is illegal, improper and contrary to law and he had approached the Party No. 1 by registered letter dt. 13-6-1991 and 30-3-1993 but no reply was received by him and as such, he raised the industrial disputes before ALC (Central), Chhindwara and as the conciliation proceedings failed, the ALC submitted report of failure of conciliation to the Central Government. The workman has prayed for his reinstatement in service with full back wages.

3. It is pleaded by the Party No 1 in its written statement inter alia that the workman was not appointed w.e.f. 31-7-1985 by it, as a casual mazdoor, but he was engaged in Railway Electrification project, w.e.f 1-1-87 and he worked from 1-1-87 to 31-3-88 for 454 days and absented from duty in the month of April, 1988 and again from May, 1988 to July, 1988, he worked for 86 days and left the work on his own accord w.e.f. 1-8-1988, without giving any notice to AET (RE), Pandhurna and thereafter, he did not turn up for duty and as the workman left the job on his own accord, question of giving one month's notice or notice pay and retrenchment compensation did not arise and as such, there is no question of violation of Section 25F of the Act and the workman did not approach it on 13-6-91 and no notice was received by it in this regard and it had not engaged other workers after the termination of the service of the workman and juniors to the workman were also not continued in service with it and there is no substance in the allegation made in the statement of claim and no work is available with the department at present and there was

no retrenchment in this case and as such, the workman is not entitled for any relief.

4. The parties adduced oral evidence in support of their respective claims, besides placing reliance on documents, the workman examined himself as a witness on his behalf, whereas, one Shri Wasudeo has been examined as a witness on behalf of the Party No. 1.

The workman in his evidence in chief, which is on affidavit has reiterated the facts mentioned by him in the statement of claim. In his cross-examination, he has admitted that he worked as a casual labour in the electrification division of the railway from 1-1-87 to July, 88 and his name was not sponsored by the Employment Exchange and he did not receive any written order and he also did not receive any termination order. The witness has denied suggestion given to him that he voluntarily left the work and did not attend duty from 1-8-88.

The witness examined on behalf of the Party No.1 has also reiterated the stands taken by the management in the written statement, in his evidence, which is on affidavit. In his cross-examination, he has stated that he has no personal knowledge about the case of the workman and he has not brought the record showing the period of the work of the workman. He has admitted that the records produced by the workman are correct. This witness has stated that management did not issue any notice to the workman for his absence.

5. It is necessary to mention here that the Party No.1 directed by this Tribunal for production of the muster roll from July, 85 to March, 88, but the Party No.1 did not produce the documents on the ground that the same had already been destroyed. However, no document was filed by the Party No.1 to show that actually there was destruction of the muster roll, in question. For non-production of the muster roll, adverse inference has to be drawn against the Party No. 1.

6. Perused the record including the oral evidence adduced by the parties and documents filed by the workman. From the evidence on record, including the two documents filed by the workman, it is found that the workman worked with Party No.1 from 31-7-1985 till June, 1988. It is also found from the record that the workman had worked for more than 240 days, preceding the 12 months from the date of his termination. There is no legal evidence on record to show that the workman left the work on his own accord w.e.f. 1-8-1988. The Party No.1 has failed to produce any documentary evidence or any other legal evidence to show that the workman left the work on his own accord. Admittedly, the provisions of section 25F of the Act were not complied with, before the termination of the service of the workman. Hence, it is held that the termination of the service of the workman is not justified and the same is illegal.

7. The next question for consideration is as to what relief the workman is entitled. The workman in his statement of claim has not taken any specific stand that he was / is

not gainfully employed, though he has stated that he is living a very miserable life and is thrown on the road alongwith his family members and is in great need of employment. However, in his cross-examination, he has admitted that at present he is working as a labour and as such, the workman is not entitled for any arrear of wages. The workman has also admitted in his cross-examination that he did not receive any written order from the department and his name was not sponsored by the Employment Exchange, which clearly shows that the appointment of the workman was not in accordance with the rules and regulation of appointment. Moreover, the workman has admitted that he was working as a casual labourer.

The learned advocate for the workman at the time of argument submitted that the workman is entitled for reinstatement and full back wages. In support of such contention, reliance has been placed on the decisions reported in 2004 III CLR 557 (NICKS)(India Tools v. Raensurath and Another), 1998 I CLR 1205 (M. Gamshai, Patel and another Vs M. Consumer Co-operative), 2010 (1) Scale 631 (Harjinder Singh Vs Punjab State Warehousing Corporation)and(2010)5 SCC 497(Anu Sharma Vs Executive Engineer, Public Health Division No.1, Panipat, Haryana).

With respect. I am of the view that the decisions cited by the learned advocate for the workman have no clear application to the present case at hand, as the facts and circumstances of the cases referred in the said decisions are quite different from the facts and circumstances of the present case at hand.

8. At this juncture, I think it proper to refer to the two recent decisions of the Hon'ble Apex Court in this regard as reported in 2010 (8) Scale 583 (Incharge Officer and Another Vs Shanker Shetty) and (2009) 15 SCC 327 (Jagbir Singh Vs Haryana State Agriculture Marketing Board and Another).

In the decision reported in 2010 (8) Scale (supra) the Hon'ble Apex Court had held that :

"Labour Laws - Industrial Disputes Act, 1947
Section 25F- Daily wager --Termination of service in violation of Section 25F - Award of monetary compensation in lieu of reinstatement—Respondent was initially engaged as daily wager by appellants in 1978. His engagement continued for about 17 years intermittently up to 6-9-1985 - Respondent raised industrial dispute relating to his retrenchment alleging violation of procedure prescribed in Section 25-F of the Act—Labour Court rejected respondent's claim holding that Section 25-F of the Act was not attracted since the workman failed to prove that he had worked continuously for 240 days in the calendar year preceding his termination on 6-9-1985— On appeal High Court directed reinstatement of respondent into service holding that termination of respondent was illegal -Whether the order of reinstatement will automatically follow in a case where engagement of a daily wager has been brought to an end in violation of Section 25- F of the Act —Allowing the appeal, Held,

A. The High Court erred in granting relief of reinstatement to the respondent. The respondent was engaged as daily wager in 1978 and his engagement continued for about seven years intermittently up to Sept.06, 1985 i.e. about 25 years back. In a case such as the present one, it appears to us that relief of reinstatement cannot be justified and instead of monetary compensation would meet ends of justice. In our considered opinion, the compensation of Rs.1,00,000 (Rupees one lac) in lieu of reinstatement shall be appropriate, just and equitable. We ordered accordingly. Such payment shall be made within 6 week from today failing which the same shall carry interest at the rate of 9% per annum. In the decision reported in 2009 (15) SCC 327, (supra) the Hon'ble Apex Court have held that:

"It is true that the earlier view of this Court articulated in many decisions reflected the legal position that if the termination of an employee was found to be illegal, the relief of reinstatement with full back wages would ordinarily follow. However, in the recent past, there has been a shift in the legal position and in a long line of cases, this Court has consistently taken view that the relief by way of reinstatement with back wages is not automatic and may be wholly inappropriate in a given fact situation even though the termination of an employee is in contravention of the prescribed procedure. Compensation instead of reinstatement has been held to meet the ends of justice.

It would be, thus, seen that by a catena of decisions in recent time, this Court has clearly laid down that an order of retrenchment passed in violation of Section 25F although may be set aside but an award of reinstatement should not, however, be automatically passed. The award of reinstatement with full back wages in a case where the workman has completed 240 days of work in a year preceding the date of termination, particularly, daily wagers has not been found to be proper by this Court and instead compensation has been awarded. This Court has distinguished between a daily wagers who does not hold a post and a permanent employee.

9. Applying the principles enunciated by the Hon'ble Apex Court in the above decisions, to the present case at hand, it is held that the workman is not entitled for the relief of reinstatement or back wages and monetary compensation would meet the ends of justice. In my consider opinion, the compensation of Rs.30,000 (Rupees thirty thousand only) shall be appropriate, just and equitable. Hence, it is ordered:

ORDER

The action of the Chief General Manager, Telecom (RE), Project, 66, Bajaj Nagar, Nagpur in stopping Shri Sharad Madhaorao Mohitkar, Casual Labour from his duty w.e.f. June, 88 is not justified and legal. The order of termination of the service of the workman is set aside. However, the workman is not entitled for reinstatement in service and back wages. He is entitled for monetary compensation of Rs.30,000 (Rupees thirty thousand only). The management of Party No.1 is directed to pay the compensation amount

of Rs.30,000 (Rupees thirty thousand only) to the workman, Shri Sharad M. Mohitkar within one month, from the date of publication of the award, failing which, the amount shall carry interest at the rate of 9% per annum.

J. P. CHAND, Presiding Officer

नई दिल्ली, 11 मार्च, 2011

का.आ. 937.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सब-डिविजनल ऑफीसर (टेलीग्राफस) के प्रबंधनतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या सीजीआईटी/एलसी/आर/109/2000) को प्रकाशित करती है जो केन्द्रीय सरकार को 11-3-2011 को प्राप्त हुआ था।

[सं. एल-40012/131/2000-आई आर (डी यू)]

जोहन तोपना, अवर सचिव

New Delhi, the 11th March, 2011

S.O. 937.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT/L.C/R/109/2000) of the Central Government Industrial Tribunal/ Labour Court, Jabalpur as shown in the Annexure in the industrial Dispute between the employers in relation to the management of Sub Divisional Officer (Telegraphs), and their workman, which was received by the Central Government on 11-03-2011.

[No. L-40012/131/2000-IR (DU)]
JOHAN TOPNO, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

NO. CGIT/LC/R/109/2000

Presiding Officer: SHRI MOHD. SHAKIR HASAN

Shri Jyoti Prakash Beck
S/o Alfraid Beck,
Bhagalpur,
Jashpurnagar(MP)

...Workman

Versus

The Sub Divisional Officer (Telegraphs),
Raigarh

The Sub Divisional Officer, (Telegraphs).
Pathalgaoan,
Jashpurnagar(MP)

...Managements

AWARD

Passed on this 14th day of February 2011

1. The Government of India, Ministry of Labour vide its Notification No. L-40012/131/2000-IR(DU) dated

21-6-2000 has referred the following dispute for adjudication by this tribunal :—

"Whether the action of Sub Divisional Officer (Telegraphs), Raigarh and Pathalgao (MP) in terminating the services of Shri Jyoti Prakash Beck, ex-casual labour w.e.f. 1989 is justified? If not, to what relief the workman is entitled?"

2. The workman did not appear inspite of repeated notices and therefore the then Tribunal proceeded the reference ex-parte against the workman on 2-8-2007.

3. The management appeared and filed Written Statement. The case of the management in short is that the workman was engaged on daily wages as casual labour. He worked in the year 1978—73 days, in 1979—83 days, in 1980—98 days, in 1982—40 days, in 1987—30 days and in 1988—177 days on the basis of muster roll. He is said to have been absconded from October, 1988 and whereabout was not known. He was not fulfilling the requisite criteria of temporary status nor he had completed 240 days in any year and also preceding the date of reference. It is submitted that he is not entitled to any relief.

4. On the basis of reference and pleadings of the management, the following issues are formulated :—

I. Whether the action of the management in terminating the service of the alleged workman w.e.f. 1989 is justified?

II. To what relief, the workman is entitled?

5. Issue No. I

To prove the case, the management has examined Shri Basant Xalxo. He is working as A.D.S.II at BSN N Raipur. He has stated that he was engaged in a project work as casual labour on contract basis. He never worked 240 days in any year. This shows that the provision of Industrial Disputes Act is not applicable. He has further stated in his evidence that he had left the work on his own will. He has stated the days of work of each year which he had done. The maximum 177 days he worked in the year 1988 and from 1983 to 1986 he had not worked for a single day. He has stated that to provide temporary status under the scheme of 1989, he should be in continuous employment till 7-11-89 and he should complete 240 days in a year. Both the requisite he had not filled. This shows that he was not entitled to give the temporary status as well. His evidence is unrebutted. There is no reason to disbelieve his evidence. This issue is, accordingly, decided in favour of the management and against the workman.

6. Issue No. II

On the basis of the discussion made above, it is evident that the workman is not entitled to any relief. Accordingly the reference is answered.

7. In the result, the award is passed without any order to costs.

8. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

MOHD. SHAKIR HASAN, Presiding Officer

नई दिल्ली, 11 मार्च, 2011

का.आ. 938.—औद्योगिक विवाद अधिनियम, 1947 (14 of 1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डिपार्टमेंट ऑफ टेलीकॉम के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/प्रम न्यायालय, अहमदाबाद के पंचाट : मटर्स संख्या सीजीआईटीए-75/2004) को प्रकाशित करती है जो केन्द्रीय सरकार को 11-3-2011 को प्राप्त हुआ था।

[सं. एल-42012/23/1997-आई आर (डा वा.)
जोहन तोपनो, अव्याख्यात]

New Delhi, the 11th March, 2011

S.O. 938.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. CGITA-75/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Department of Telecom and their workmen, which was received by the Central Government on 11-03-2011.

[No. L-42012/23/1997-JR (D) ...]
JOHAN TOPNO, Under Secy

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present: - Binay Kumar Sinha
Ahmedabad, dated 28th February, 2011

**Reference (ITC) 24/1998
Reference: (CGITA) 75/2004**

Divisional Engineer Telecom,
Indian Post & Telegraph Department, CCP,
Navarangpura, Ahmedabad (Gujarat)-380009

... First Party

V/s

Their Workman
Shri Satyendraprakash Tiwari,
C/o Dinesh S Gohil, Advocate,
66/Jantanagar, Odhav, Ahmedabad-384415,
(At Present Satyendraprakash Tiwari,
S/o. Ishwar Dutt Tripathi,
Village: Bhujhwan Tiwari Ka Porra,
P.O. Piyarepur (Katehari),
P.S. : Akbarpur,
Distt. Ambedkarnagar (U.P.)- 2241151)

... Second Party

For the first party employer : None

For the workman (second party) : Shri B.M Joshi,
Advocate.

AWARD

As per Government of India, Ministry of Labour & Employment/Shram Mantralaya by its Order No. L-46012/23/7-IR (DU) dated 9-2-1998, in exercise of the power conferred by clause (d) of sub-section (1) and sub-section (2A) and the Section 10 of the Industrial Disputes Act 1947, have referred the following dispute to this tribunal for adjudication under the schedule as follows :

SCHEDULE

"Whether the action of the management of department of Telecom in denying temporary status to Shri Satyendra Prakash Tiwari Muster Roll casual workman of Coaxial Cable Project is legal and justified? If not to what relief the concern workman is entitled to?"

(2) The workman (second party) in support of subject matter referred in reference, filed statement of claim (Ex. 3) pleading inter alia that he was taken as a casual mazdoor in CCP and posted at District Masau, Siddhapur and he worked there from 1-7-1987 to 30-06-1988 i.e. 366 days continuous services under Shri P.V. Varia. He further worked under Shri S.V. Chhoker in CCP at Baroda from 17-4-89 to 31-7-89. Thereafter, Assistant Engineer, on 1-8-1989, formally informed him that his service is no longer required and refused to provide work. It has been claimed that the action of Assistant Engineer is arbitrary and against Principle of Natural Justice and that he was retrenched without paying any compensation. Further case is that the persons junior to him, are still working in the department, whereas his services have been taken away without showing any reasons. CCP project is still continuing and will remain continue being a big project. He is only earning member in his family and the act of the retrenchment put him and his family members in great hardship. On the above grounds relief has been claimed for his reinstatement with full back wages after declaring the action of the first party illegal, arbitrary and also for any other relief to which he is found entitle.

(3) The reference was disputed by the first party management of the Post and Telecom Department, filed W.S. (Ex. 5) contending therein that the claim made by the second party is not maintainable under this reference and the second party workman has no cause of action. Although admitting that altogether for 334 days the second party workman had performed, his work in first phase in the year 1987 to 1988 from 1-07-1987 to 31-03-1988 for 243 days and in the year 1988-1989 (1-4-1988 to 30-06-1988) for 91 days only and thereafter the workman left the work. Further case is that the workman under S V Chhoker worked only for 106 days in 1989-90 and the break between the

first spell of working and the second spell of working is more than 6 months having a gap of 290 days from 1-7-1988 to 17-04-1989 and during that break period, no representation was submitted by the workman and than the, workman second party left the work of his own accord and has lost the benefit of continuous service. It has been denied that the Assistant Engineer had removed the workman. It has been denied that the workman ever worked 240 days in calendar year whereas the present service is only of 106 days i.e. from 17-04-1989 to 31-07-1989 which does not entitle the workman for any compensation. It has been denied further that the person's junior to the workman are working because the service of the workman (second party) can be counted only from 17-04-1989 and not earlier due to 290 days break of service prior to 17-04-1989, last come and first go principle is not applicable. Further case is that there is no violation of section 25 (F) of the I.D. Act and so this reference is fit to be dismissed and the workman (second party) is not entitled to get any relief.

(4) In view of the pleadings of the parties following issue arises for determination.

ISSUE

- (i) Whether the reference is maintainable?
- (ii) Whether the second party workman could have been able to prove that he worked for 240 days in the calendar year?
- (iii) Whether the first party violated the provision of section 25 (F) of the ID Act?
- (iv) Whether the second party workman is entitled to the relief of reinstatement as claim?
- (v) Whether he is entitled to any other relief?

FINDINGS**(5) ISSUE No. (II) :-**

The second party workman as well the first party management both lead evidence oral and documentary in support of their representative case. Admittedly the second party workman Satyendraprakash Tiwari was inducted as casual labour by the- first party on 1-07-1987 and was working as casual labour in the CCP. It is also not disputed that the second party workman continued his work as a casual labour in CCP continuously from 1-07-1987 to 30-06-1988 in the year 1987 and 1988 i.e. a total period of 366 days continuously as per Ex. 10. So, since the workman had completed more than 240 days of continuous work, a right had accrued to the workman that if, his employer intended to retrench him, he cannot do so out rightly by stopping him on work rather under section 25 (F) of the Industrial Disputes Act 1947, the employer had to comply with giving 1 month notice in writing

mentioning the reasons for removing him from work (that means his retrenchment) or should have paid wages in lieu of such notice. And the employer had to make payment of compensation equivalent to 15 days, average pay for working complete year of continuous service for any part thereof in excess of 6 months, and 3rd notice to the appropriate government in the prescribed manner. But in the instant case the first party employer has come up with such plea that the workman himself left the party and work and that the first party had not removed him from the work. In this connection there is only oral evidence of a witness on behalf of the first party-namely Surajbhan Ramkhiladi Chokarr in such support that the first party officer Assistant engineer have not ask the workman not to come as his services are no longer required, rather the workman Satyendra himself left the work. But no documentary evidence have been produced by the first party to show that if, first party have not removed the workman from job than any notice on the workman address present or permanent were ever sent. On the other hand, the workman Satyendra in his evidence has supported his such claim that he was continuously working in the C.C.P and in first phase from 01-07-1987 to 30-06-1988 continuously for much more than 240 days continuously and thereafter work was not provided to him and he made representation and again he was deployed to casual works from 17-04-1989 to 31-07-1989 for 106 days and thereafter he was asked by the Assistant Engineer that his service is no longer required and he was not provided work, whereas he was approaching to the officers for providing him work for a considerable long period by staying at Ahmedabad and therein he made representation dated 11-08-1990 addressed to DET CCP and Assistant Engineer Indian Post and Telegram Department Navarangpura, vide Ex. 8/1. So, from the oral evidence of the workman at Ex. 6 together with Ex. 8/1 his representation this much is proved that the workman Satyendraprakash Tiwari was agitating the matter regarding his physical removal by the assistant engineer by way of stopping him from work. Though, it is clear that the status of the workman Satyendraprakash Tiwari was of casual labour, but since he had completed more than 240 days of continuously work in the year 1987 and 1988 continuously. In this way the workman had a acquired right of a casual worker in the CCP under the employment of the first party and so he was not to be removed without complying with the provision of section 25 (F) of the ID Act 1974. factum of his working as a casual labour in the second phase from 17-04-1989 to 31-07-1989 as per Ex. 10 period of 106 days does not go to preclude the right of the workman Satyendraprakash Tiwari that he worked only for 106 days, rather he has completed minimum of 240 days of continuous work and so he was entitled for compensation. Ex. 8/2 is the copy of the letter of DET addressed to the workman Satyendraprakash Tiwari dated 01-09-1990 in reply to the workman letter dated

11-08-1990 (Ex. 8/1) giving explanation that as per the period of his absence of 90 days from 17-04-1989 to 17-04-1990 cannot be considered as continuous representation and thus even though the said workman prove that he has utilized his 90 days leave and thereby lost the benefit of his continuous service. Ex. 8/3 is the letter of P.G. Varma addressed to the DET dated 31-08-1990 reporting that Satyendraprakash worked as a casual mazdoor for period of 366 days starting from 30-06-1988 i.e. for 366 days and in this regard he stated that the said mazdoor ran away from the work and gave intimation to the under signature well before 17-04-1989 to his salary for the month of June 1988. Ex. 8/4 is the claim of the workman that in the first phase he had worked for 366 days dated 01-07-1988 in which such was situation the workman himself had run away from his own accord than that time no any notice was given to him at his address present or permanent by the first party but again he was deployed to work from 17-04-1989 and it goes to show that the first party recognizing status of workman as a casual labour having completed more than 240 days continuous work in calendar year so, he was again on work again from 17-04-1989. Had it been so then the first party could not have taken the workman back to work from 17-04-1989. In this regard there is evidence of the workman that he was performing his work from 17-04-1989 to 31-07-1989, thereafter he was asked to come since his service is not required. On the contrary in the case of the first party is that they have not asked the workman not to come rather he left the work on 17-04-1989 to 31-07-1989 of his own accord. In this connection there is only oral evidence of a witness but there is no supporting oral evidence of the said assistant engineer S.V. Chhoker under whom the workman had worked for 17-04-1989 to 31-07-1989 to support the first party's case that the said workman himself left the work and he had not asked the workman not to come and that he had not removed the workman from work. Ex. 8/4 is the correspondence issued by the S.V. Chhoker i.e. to DET dated 03-09-1990 giving application of casual mazdoor Satyendraprakash Tiwari. Ex. 8/5 is the another representation of workman Satyendraprakash Tiwari dated 15-09-1990 addressed to the DET Navarangpura, Ahmedabad praying for allowing him to work and to save him from unnecessary harassment and also highlighting that he is the only earning member in his family and have no other source of income and a small service as a casual worker could be of great help to him and his family. Ex. 8/6 is a written representation of the workman Satyendraprakash Tiwari addressed to the Central Minister Telecom, New Delhi, dated 26-12-1990 Ex. 8/7 is another representation of the workman made to Central Minister of Telecom, Government of India, New Delhi. Ex. 8/8 is the copy of Buffsheet of the public relations officer of the Minister of U.P recommending for taking up the case of Satyendraprakash Tiwari on his job. Ext. 8/9 is yet another

representation made by the workman addressed to the D.E.C. Ahmedabad on the subject of allowing him to join his duty as a casual mazdoor which is dated 02-08-1995. This representation also made by the workman while he was staying in Ahmedabad from 02-08-1995. Ext. 8/10 is a pleader's notice sent on behalf of the workman to the Divisional Engineer Telecom Ahmedabad which is dated 08-11-1995. Ex. 8/12 is the representation "made by workman to the Regional Commissioner of Labour (Central) regarding his termination from his work. Ext. 8/13

The report regarding failure of conciliation to the appropriate government from C/o. O/o. R.L.C(Central), Ahmedabad. Ex. 8/13A is circular of the Government of India, Department of Telecommunication New Delhi dated 22-06-1988 on the subject of temporary status and regularization of casual Labours scheme, 1989. Ex. 8/14 is another circular of the Government of India Department of Communication, New Delhi dated 22-06-1988 on the subject of casual labour recruitment. Ex. 8/15 is the letter of Office of Director General Post and Telegraphs, New Delhi, dated 30 April 1985 on the subject of stopping of fresh recruitment and employment of a casual labour of any type of work and to take the work from those casual labours already employed as per requirement at a different places.

(6) After consideration of the evidence, both oral and documentary adduced on behalf of the second party workman, it is proved that the second party workman Satyendraprakash Tiwari had already acquired status of a casual labour having worked, continuously of 240 days in calendar year from the date of his employment and so, he was not to be removed or retrenched from services without complying with provision of section 25 (F). This issue is decided in favour of the workman, second party.

(7) ISSUE NO. III

As per findings given to issue No. II, in the foregoings, this tribunal findings that the second party workman Shri Satyendraprakash Tiwari had acquired a status of a casual worker continuously work for more than 240 days in calendar year, more so, continuously for i year, in that situation if, the first party employer was to remove him from the work than duty was caste upon the first party employer to send 1 month notice or in lieu of notice pay to the workman which has not been complied with. The plea of the first party is not acceptable that the second party workman of his own accord left the work. Accordingly this issue is decided against first party that they have violated the provisions of Section 25-F of the I.D.Act.

(8) ISSUES NO. I, IV & V

As per findings given in the fore-goings, the dispute raised by the workman resulted in sending of reference for adjudication by the tribunal is maintainable. The schedule

of the reference henceforth required to be answered that the action of the Management of Department of Telecom in denying temporary status to Sri Satyendraprakash Tiwari muster roll casual workman of CCP is illegal and unjustified and workman Shri Satyendraprakash. Tiwari is found entitled for his reinstatement as a casual workman of CCP project, but since the workman had not actually worked for such long period after his removal from 01-08-1989 onward and adopting the principle as to no work no pay the workman is entitled for 25 % back wages only.

ORDER

This reference is allowed and the first party is directed to reinstate their workman Shri Satyendraprakash Tiwari and with further order as to payment of 25 % of back wages with interest @ 9 % per annum.

Dated

BINAY KUMAR SINHA, Presiding Officer

नई दिल्ली, 11 मार्च, 2011

का.आ. 939.—केन्द्रीय सरकार के संतुष्ट हो जाने पर, इकलोकहित में ऐसा करना अपेक्षित था, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (d) के उप-खण्ड (vi) के उपबंधों के अनुसरण में, भारत सरकार के श्रम और सेवागार मंत्रालय की अधिसूचना संख्या का. आ. दिनांक 09-09-2010 द्वारा नाभिकीय ईंधन, संघटक, भारी पानी और संबंध रसायन तथा आणविक ऊर्जा जौकी औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की प्रथम अनुसूची की प्रविष्टि 28 में शामिल है, को उक्त अधिनियम के प्रयोजनों के लिए दिनांक 14-09-2010 से छः मास की कालावधि के लिए लोक उपयोगी सेवा घोषित किया था;

और केन्द्रीय सरकार की राय है कि लोकहित में उक्त कालावधि को छः मास की ओर कालावधि के लिए बढ़ाया जाना अपेक्षित है :

अतः, अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (d) के उप-खण्ड (vi) के परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उक्त उद्योग को उक्त अधिनियम के प्रयोजनों के लिए दिनांक 14-03-2011 से छः मास की कालावधि के लिए लोक उपयोगी सेवा घोषित करती है ।

[फा. सं. एस-11017/3/97-आइआर (पीएल)]

रवि माथूर, अपर सचिव

New Delhi, the 11th March, 2011

S.O. 939.—Whereas the Central Government having been satisfied that the public interest so requires that in pursuance of the provisions of sub-clause (vi) of clause (n) of Section 2 of the Industrial Disputes Act, 1947 (14 of 1947), declared by the Notification of the Government of India in the Ministry of Labour & Employment dated 09-09-2010 the service in the Industrial Establishments manufacturing or producing Nuclear Fuel and Components,

Heavy Water and Allied Chemicals and Atomic Energy which is covered by item 28 of the First Schedule to the Industrial Disputes Act, 1947 (14 of 1947) to be a Public Utility Service for the purpose of the said Act, for a period of six months from the 14th September, 2010.

And whereas, the Central Government is of opinion that public interest requires the extension of the said period by a further period of six months.

Now, therefore, in exercise of the powers conferred by the proviso to sub-clause (vi) of clause (n) of Section 2 of the Industrial Disputes Act, 1947, the Central Government hereby declares the said industry to be a Public Utility Service for the purposes of the said Act, for a period of six months from the 14th March, 2011.

[F. No. S. 1017/3/97-IR(PL)]

RAVI MATHUR, Addl. Secy.

नई दिल्ली, 16 मार्च, 2011

का.आ. 940.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34 की धारा-1 की उप धारा-(3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 01 अप्रैल, 2011 को उस नीति के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 (धारा-76 की उप धारा-(1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) के उपर्युक्त महाराष्ट्र राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :

‘रायगढ़ जिले की ‘पनवेल’ तहसील के अन्तर्गत आने वाले नगरह क्षेत्र।’

[संख्या एस-38013/24/2011-एस.एस. 1]

एस. डी. जेवियर, अवर सचिव

New Delhi, the 16th March, 2011

S.O. 940.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees State Insurance Act, 1948 (34 of 1948), the Central Government hereby appoints the 1st April, 2011 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapters V and VI (except Sub-Section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following areas in the State of Maharashtra namely :—

“Entire area under ‘Panvel’ Tehsil in the District of Raigarh”

[No. S-38013/24/2011-S.S.I.)]

S. D. XAVIER, Under Secy.

नई दिल्ली, 16 मार्च, 2011

का.आ. 941.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34 की धारा-1 की उप धारा-(3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 01 अप्रैल, 2011 को उस नीति के रूप में नियत करती है, जिसको उक्त अधिनियम के

अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 (धारा-76 की उप धारा-(1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) के उपर्युक्त महाराष्ट्र राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :

क्रम सं.	बसूली सीमा में अन्तर्निहित गाँव के अधीन क्षेत्र	तहसील
1.	नागलवाडी	हिंगणा
2.	डिंगढोह (सर्वेक्षण नम्बर 94, 98, & 99 के तहत एम.आड. डी.सी. हिंगणा के अन्तर्गत कार्यान्वयन क्षेत्र को छाड़कर)	हिंगणा
3.	भोकरा (कोराडी रोड)	नागपुर
4.	पंजरा (कारोडी रोड)	कम्पटी
5.	कापसी-खुर्द	नागपुर ग्रामीण
6.	कापसी-बुजुर्ग	कम्पटी

[संख्या एस-38013/24/2011-एस.एस. 1]

एस. डी. जेवियर, अवर सचिव

New Delhi, the 16th March, 2011

S.O. 941.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees State Insurance Act, 1948 (34 of 1948), the Central Government hereby appoints the 1st April, 2011 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapters V and VI (except Sub-Section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following areas in the State of Maharashtra namely :—

Sl. No.	Name of the areas within the limits or Revenue villages	District
1.	Nagalwadi	Hingna
2.	Digdoh (except survey Nos. 94, 98, & 99 which are in MIDC, Higna Road area and are already implemented)	Hingna
3.	Bhokara (Koradi Road)	Nagpur
4.	Panjara (Karodi Road)	Kamptee
5.	Kapsi-khurd	Nagpur Gramin
6.	Kapsi-Buzurg	Kamptee

[No. S-38013/24/2011-एस.एस. 1]
S. D. XAVIER, Under Secy.